

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

ATHENA LUNDBERG, BROOKE MARRIN
a/k/a BROOKE BANX, CORA SKINNER,
DENISE MILANI a/k/a DENISE TRLICA,
HILLARY FISHER VINSON a/k/a HILLARY
HEPNER, IRINA VORONINA, KIMBERLY
COZZENS, JAIME EDMONDSON-
LONGORIA, JENNIFER ARCHULETA,
JESSICA BURCIAGA, JESSICA
ROCKWELL, MALU LUND, a/k/a MASHA
LUND, LUCY PINDER, PAOLA CANAS,
SARA UNDERWOOD and TIFFANY TOTH
GRAY,

Plaintiffs,

- against -

ONE THREE FIVE, INC. and ALBERT
BORTZ,

Defendants.

Case No. 19-cv-692-CRE

**DECLARATION OF STEPHEN
CHAMBERLIN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
DEFAULT JUDGMENT**

I, STEPHEN CHAMBERLIN, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I have been a model and talent agent since 1989. I have served as agency director at LA Models Management, which is one of the world's largest and most respected talent agencies. I also founded a talent agency known as Warning Management, Inc., and subsequently took this company public. I have extensive background, knowledge and experience in the modeling and talent industry, as well as with the economics of image use, the valuation of image uses, model and public personality career valuation and the effective rates of work and valuation.
2. Over the past thirty (30) years I have represented hundreds of the world's top

models. In that capacity, it has been my job to be intimately familiar with the modeling market, to quote work, negotiate deals and understand the particular factors driving the pricing for the particular work and the Models. I have quoted rates for my clients thousands of times. I am very familiar with the market rates for high end models today, because I continue to quote, negotiate and oversee rates, work and career development for my clients on a regular basis. My Curriculum Vitae is enclosed herewith at Exhibit A.

3. The statements and opinions provided herein are based on information provided to me by counsel for the Plaintiffs in this case but are the result of my own personal experience and expertise.

4. I have been advised, and do believe, that ONE THREE FIVE, INC. d/b/a BLUSH GENTLEMEN'S CLUB and ALBERT BORTZ, (collectively, "Defendants") have taken and used, without authority, certain photographic images belonging to certain highly successful and sought-after models: ATHENA LUNDBERG, BROOKE MARRIN a/k/a BROOKE BANX, CORA SKINNER, DENISE MILANI a/k/a DENISE TRLICA, HILLARY FISHER VINSON a/k/a HILLARY HEPNER, IRINA VORONINA, KIMBERLY COZZENS, JAIME EDMONDSON-LONGORIA, JENNIFER ARCHULETA, JESSICA BURCIAGA, JESSICA ROCKWELL, MALU LUND, a/k/a MASHA LUND, LUCY PINDER, PAOLA CANAS, SARA UNDERWOOD and TIFFANY TOTH GRAY (collectively, the "Models" or "Plaintiffs").

5. I have also been advised, and do believe, that ONE THREE FIVE, INC. has failed to respond to the Complaint that has been filed.

6. In connection with and in support of Plaintiffs' Motion for Default Judgment, I

have been asked by Plaintiffs' counsel to evaluate and value the compensation the Models would have and should have received for the use of these Images by Defendants for their gentlemen's club, Blush (hereinafter, the "Club"). Having done so, I provide my expert opinion herein as to the fair market value of Defendants' use of each Model's image in promotional, marketing and advertising media, on websites, social media and other forum. My expert opinion as expressed in this Declaration does not include any estimation or opinion regarding the calculation of other damages, such as special, consequential, exemplary, or punitive damages.

A. Information/Materials Reviewed and Methodology Employed in Formulating Expert Valuation Opinion.

7. In conjunction with the preparation of this Declaration, I have reviewed and examined, among other things: (a) the Complaint filed in this action along with all exhibits, including the photographic images of the Models used by Defendants, the product advertised, the usages, any alterations to the images, the media used, and the mode and scope of distribution in various markets; (b) each Model's earning history, development, growth, positioning, experience, current exposure, name recognition, personal publicity, social media profile, market demand, complimentary employment, and other factors determining and effecting earning capacity; and (c) the type and caliber of clients that have traditionally employed each Model.

8. Each Plaintiff Model seeks modeling jobs that will enhance her stature, protect her reputation and image and not serve as a potential deterrent for commercial brands to affiliate with that Model. In my experience and expertise, having one's image used in a

way that would appear to sponsor, sanction, endorse, support or denote participation in the events the strip club at issue in this case, Blush, would damage, harm and devalue the Model's individual careers due to the nature of the industry and product advertised by Defendants. Accordingly, not one of the Plaintiff Models would consider or agree to the use of their images by Defendants.

9. The Club is a private gentlemen's club that engages in the business of hosting adult entertainment and events involving live, nude female dancers. Defendants promote the Club events and business on websites and in social media. The use of each Model's image, likeness and identity in connection with promotional, marketing and advertisements for the Club was intended to and does necessarily imply that the Model either worked at the Club, would be in attendance at the advertised event, and/or endorsed the Club or events depicted. In the unlikely event a Model of the caliber here would agree to such a job and usage, there would be negotiated a substantial premium for the work to offset anticipated and expected losses of marketability.

10. It is also my understanding that not one of the Models was ever approached by the Club or its agent, was ever asked to authorize or approve any use whatsoever by the Club of their image, and never consented to the Club's use of their image, likeness or identity for any purpose whatsoever.

11. The rates I have established below are based on the fair market value of each Model's image for the specific appropriated use by the Club but does not calculate the

damage or possible end of their career, damage to reputation, or loss of other clients and advertisers by the Models being associated with this type of business.

12. My opinions are based in part upon the way in which work in the modeling talent industry is priced. The rates that models are paid are based upon numerous factors, including (a) a model's desirability, based on numerous factors, including the demand for her services; (b) a model's work history, such as prior associations, appearances, endorsements, or advertisements; (c) the nature of the business seeking a model's service, the type of product, whether exclusivity is sought, the embarrassment factor from being associated with the advertisement or marketing of certain products, or similar considerations; (d) the history of the business seeking a model's services, the style, quality and production of previous advertising and promotions, and its hiring of other models and celebrities; (e) exposure, namely how broadly the Model's likeness will be circulated; (f) the type of exposure, or the "usage" of the image, such as advertising, social media, third party promotion, branding, coupon, extra usage, or corporate identity; (g) the length of exposure of usage, the period of use, and any renewals or rollovers; and (h) the nature, duration and location of the actual shoot and production.

B. Determination of Fair Market Value of Defendants' Unauthorized Use of Plaintiff Models' Images

13. In estimating the compensatory, or actual, damages for each individual Model, I employed the same approach, methodology, and process that I would typically employ when determining what to charge a company or other entity that is interested in hiring models I represent. In addition to employing the factors identified above, I reviewed the

Club's use of the images of the Models, the product advertised, the usages and the distribution of the images to various markets, the number of images used and the type of each usage, all of which are set forth in detail in the Complaint, which I reviewed. I established a fair market fee for the use of each Plaintiff Model's image taking into account the Model's payment history, work quality, experience, exposure and duration of career, and then multiplied each image used by the number of separate types of usage.


14. My annexed Report contains detailed discussion concerning each Plaintiff's career and earnings, and the parameters of my expert valuation considerations and methodology for each Plaintiff Model. I respectfully incorporate all such evaluations therein into this Declaration.

15. As set forth and as further explained therein, in my opinion, based on my experience and expertise in this industry, and given the number of cumulative and separate usages by Defendants, I would value the actual or compensatory damages Defendant's use of Plaintiffs' image(s) to be, at a minimum, \$610,000.

16. This figure does not include any potential disgorgement of profits, punitive or exemplary damages, attorneys' fees and/or interest.

17. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: Miami, Florida
February 7, 2020



Stephen Chamberlin

EXHIBIT

A

ATHENA LUNDBERG, BROOKE MARRIN a/k/a BROOKE BANX, CORA SKINNER,
DENISE MILANI a/k/a DENISE TRLICA, HILLARY FISHER VINSON a/k/a HILLARY
HEPNER, IRINA VORONINA, KIMBERLY COZZENS, JAIME EDMONDSON-
LONGORIA, JENNIFER ARCHULETA, JESSICA BURCIAGA, JESSICA ROCKWELL,
MALU LUND, a/k/a MASHA LUND, LUCY PINDER, PAOLA CANAS, SARA
UNDERWOOD and TIFFANY TOTH GRAY

PLAINTIFFS,

-against-

ONE THREE FIVE, INC. and ALBERT BORTZ, d/b/a BLUSH GENTLEMEN'S CLUB AND
SPORTS BAR PITTSBURGH PA

DEFENDANTS

Case No.: 19-cv-692-CRE

CONFIDENTIAL EXPERT REPORT

FEBRUARY 4TH 2020

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STEPHEN CHAMBERLIN
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I. PROFESSIONAL BACKGROUND

I have worked as a full-time agent in the Model and Talent industry since 1989. As a consequence of my extensive knowledge and experience in the industry, I am frequently called upon to speak at national and international modeling conventions and have been a keynote speaker at more than 30 conventions including Model Search America, the International Model and Talent Association and Paula Palm Conventions.

I have served as Agency Director at LA Models Management, one of the world's largest and most respected talent agencies, founded Warning Management Inc., a talent and model agency that I subsequently took public and I am the owner and director of Rumblestorm Management, a worldwide model sourcing and management company. Rumblestorm Management acts as a professional paid scout and development platform for Models worldwide. I work with Michele Pommier Models as agent and scout and my key functions are to quote, negotiate and oversee rates, work and career development for all talent that is represented by Michele Pommier Models and Rumblestorm on a regular basis.

In my capacity as an agent, I have represented over 5,000 Models, personally discovered, started and developed the careers of more than 300 Models, negotiated over ten thousand contracts, day rates and usages and have billed personally or overseen bookings in excess of \$100 million. My client associations include Conde Nast worldwide, Nordstrom, Chanel, Tom Ford, Revlon and Tiffany's WPP Group among others.

As a consequence of my well established industry reputation, I have been appointed to represent internationally known Models and talent to establish their crossover careers. Talent includes Brooke Shields, Eva Longoria and multiple Miss Universe winners and contestant winners. Models include Claudia Schiffer, Tyra Banks, Michaela Bercu, Lauren Hutton and Carries Otis, creating the then new concept of 'SuperModels. In respect of acting talent, I have identified significant market opportunities at the beginning of their careers for actors and actresses including Ali Larter, Dennis Rodman, Eric Roberts, Renee Russo, Jessica Biel, Elizabeth Berkeley, Denise Richardson, Liv Tyler, Paula Barbieri, and Julianna Margulies. I have represented Victoria Secret Angels Alessandra Ambrosio, Jasmine Tookes and Jessica White and served as agent for Paris Hilton and was instrumental in the development of Ms. Hilton's brand.

With 30 years experience as a full-time professional within the Model and Talent Industry, I am very familiar with the current market rates for Models of all standing. I am well regraded for my expertise in the area of image use, the valuation of image uses, model and public personality career valuation and the effective rates of work and valuation.

II. ASSIGNMENT OPINION SUMMARY

I have been retained on behalf of ATHENA LUNDBERG, BROOKE MARRIN a/k/a BROOKE BANX, CORA SKINNER, DENISE MILANI a/k/a DENISE TRICA, HILLARY FISHER VINSON a/k/a HILLARY HEPNER, IRINA VORONINA, KIMBERLY COZZENS, JAIME EDMONDSON-LONGORIA, JENNIFER ARCHULETA, JESSICA BURCIAGA, JESSICA ROCKWELL, MALU LUND, a/k/a MASHA LUND, LUCY PINDER, PAOLA CANAS, SARA UNDERWOOD and TIFFANY TOTH GRAY (hereinafter collectively referred to as, "Models") to evaluate and value retroactively the compensation Models would and should have received for the use of their respective images by ONE THREE FIVE, INC. and ALBERT BORTZ, d/b/a BLUSH GENTLEMEN'S CLUB AND SPORTS BAR PITTSBURGH PA ("Defendant").

I am informed and do believe the Use by the Defendants and the lack of consent by each Model is not in dispute by the Defendant. Each Model has advised me that at no time has the Defendants approached them individually, or collectively, or approached or negotiated with the any of the Models' agents or representatives to seek consent for the use of any images or likeness of the Models, to be used in connection with the Defendant's business activity or any other form of use of the Models' images from which the Defendants would derive a benefit from.

Based upon my professional experience in the industry I have been asked to determine the fair market value of the Models' images used by the Defendants in connection with the social media accounts for the Defendants' clubs.

My opinions are based on a thorough review of the images and of supporting documentation, discussions with each Model as well as agency representatives and other individuals in the modeling and talent industries as outlined in this Report, assessment of current career station and personal factors that would impact a fair market value negotiation. It is my expert opinion that each of the Models has sustained quantifiable harm and injury as a result of Defendants' use of the Models' images. In particular, each Model was, at a minimum, denied the payment she would have received if Defendants had obtained her consent to use her image.

My opinions as well as the methodology for calculating damage to each Model and results of my review are detailed in this Report. Rather than create a separate report for each Model, I have consolidated all opinions into a single report but have separately analyzed each individual Model when assessing fair market value and damage to professional standing due to use of her image.

Determining the fair market value of the Defendants' use of the Models' images necessarily requires me to attempt to recreate a negotiation process that did not occur. As such, my opinion as to the fair market value takes into consideration the factors normally considered by talent, clients and their respective agents and representatives when negotiating the value of the use of the models' images to promote the clients' goods or services. I must additionally account for the value inherent in the ability of each Model to control the course and selection of business opportunities and, thus, the direction of their career which, in this case, was taken away by Defendants. These considerations are always a component of the process by which the parties to a negotiation would determine the value of the use of the Model's image, and so must be considered when establishing fair market value.

In this case, the Defendants circumvented the negotiation process altogether.

As a consequence of the Defendants bypassing all levels of negotiation with the Models, we must retroactively assess the factors that would be accounted for in the proper contractual negotiation process. This includes the status of the Models, the nature of the use and true harm to the Models in not being able to control the way in which her image was used.

Set forth in Table below, is my opinion that the fair market value of all presently known image infringements, in the aggregate, totals \$610,000.

It is important to note that my results are based on a number of factors and are estimations in support of actual damages sustained by the Models but do not reflect amounts at which the Models would have actually accepted to participate, endorse or consent to be photographed or portrayed in such a manner as used by Defendants. I understand that most Models would not accept the assignment at any level of compensation.

The foregoing opinions, analysis, and conclusions are based upon the documents and information I have reviewed as of the date of this report, as well as my experience in the Modeling industry.

I expressly reserve the right to amend, supplement or modify this Report and the opinions expressed herein within the limits prescribed by the Court based upon new information provided to me.

I further expressly reserve the right to prepare a rebuttal report in the event that the Defendants retains an expert who is qualified to, and does, challenge any aspect of this Report.

III. METHODOLOGY

a. DEFINITIONS

The following is a list of basic definitions of concepts used in the Model and Talent Industry. Though comprehensive the list is not absolute and terms, rates, services, fees vary. Factors relating to the services of the model and talent will vary and are unique in each case based on all relevant considerations relating to a particular model, the client and product, event or service advertised and to enable the negotiation by the agent for the highest rate possible given the type of product, service or customer/consumer being advertised.

For purposes of my professional Reports, the following terms are applied as generally understood and accepted within the model and talent industry.

Usage includes the way and method of use and distribution of images including but not limited to advertising, social media, third party promotion, branding, Billboard displays, coupons and more.

Advertising is use of an image to promote a business, company or event, on a website owned, controlled or contributed to by a client or in a magazine or publication or anywhere the business or product name of the client is associated or attached with the image.

Social Media includes, but is not limited to, Facebook, Twitter, Instagram, Google +, Yelp, YouTube, Snapchat and Tumblr.

Third Party Promotion includes use of an image to promote a third party product, company, event or consumer experience.

Branding includes either manipulating an image to effectively “brand” a company and suggest a model is employed by the entity, or attaching dialogue or hash tag (#) which references, describes, labels or effectively categorizes a model and associates her/him to the particular product, business, or consumer experience, or *similar* products, business and consumer experiences.

Coupon includes, but is not limited to, use of an image to offer discounts for entry, participation to a club, party or event or discounts on products.

Extra usage would include billboards, flyers, TV usage, movies, downloads, posters, hangtags, banners and decorations.

Unauthorized User is a person, company, association or other entity or group of entities using the Model’s image(s) without express authority of the model or her agent.

Exclusivity - where exclusivity is sought, and to restrict a model from working for a competing product a higher rate would be negotiated to offset loss of work from similar clients.

Sensitive Subject Matter - Certain products and services considered to be less reputable, unseemly or embarrassing, resulting in a higher degree of compensation for talent agreeing to the use of their images with such products or services. For example, products and services relating to sexual or reproductive health, incontinence, adult entertainment, politics and communicable diseases. By way of example, an advertisement for a hemorrhoid cream would attract a large premium.

Exposure - How broadly a Model’s likeness will be circulated is taken into consideration in negotiating the fee.

Length of Exposure of Usage - the period of use, and any renewals or rollovers - a renegotiation or ‘rollover’ fee would be applied to usage longer than 12 months. There is no minimum usage period.

Fair Market Value is an agreed price between a willing seller (the model and/or agent) and a willing buyer.

Total compensation - every form of usage is negotiated and is **negotiated before** the shoot. Usage is determined upon the ways the image(s) taken from the shoot are used. By way of example, distribution by way of Billboard would pay more, if the image was placed on posters or banners, flyers, TV usage, movies, downloads, posters, hashtags, hangtags and decorations additional fees would be incurred.. The general rule of industry is and as referenced in *The White Book Guide to Model Fees* is **an additional day rate for each usage**. (Copy of The White Book is attached) Certain usages would command more and for every " Usage" a specific "Time period" would be specified. (*Annex 1)

It is acknowledged that with this as a starting point for a negotiation there may in some cases be a negotiated lower rate under certain circumstances. Multiple repeat bookings, loyal advertiser, exclusive bookings and other factors could possibly be circumstances for which a lower rate may be negotiated. Thus a range has been quoted to illustrate what may happen in a negotiation.

b. PRIMARY FACTORS CONSIDERED BY MODELS BEFORE CONSENTING TO A JOB

1. The job/exposure/association with product and/or resulting images or tear sheets helps their career,
2. Compensation / payment.

Once a job has been negotiated (day rate plus usages) and the images are used on a website on the world wide web, the number of images from the shoot, the number of times used, the size of the images, the number of times the image was viewed or "liked" and the duration that the images remain available on a site are all factors that are outside the influence of the agent or model.

Once a Model's job has been negotiated and shot the success of a campaign, the number of views, likes and distribution are the responsibility of the client. Once an image is on the web and associated with an Advertiser the number of views, the number of 'shares', the number of downloads and copies made is generally unknowable.

C. ESTABLISHING A MODEL'S DAY RATE

The predominant way an authorized user could obtain images for advertising is to negotiate a contract first and arrange a photo shoot. All Usages should be negotiated prior to the actual use taking place. It is critical to note that Models do not sell pre-shot images for Advertising. All advertising for specific products involve a photo shoot.

The basis of all negotiations in the industry is establishment of a "day rate" for work by the model. This is the base rate of compensation (determined by factors listed below) for the Model's time on the day of shoot.

1 - The Model's desirability, based on numerous factors, including the demand for his or her services and relevance to product.

Models and Talent spend considerable years to develop their brand (brand or image) which is often based on fitness, beauty and sexuality. Social Media followers, star rating, current press coverage, Marriage and personal relationships, current published work, TV appearances, Movie appearances and Social Media attention must be considered.

The number of Social Media followers has become extremely important in consideration of a Model's bookings. Endorsements for posts on their social media platforms is directly dependent upon the number of followers and audience engagement. A client's audience and customers recognition grows with the Model's growth in Social Media numbers as does the income for the commercialization of their image.

For many other factors listed there is no quantitative measure available to add or detract value to a Model's day rate but should be considered in any negotiation. Much the same as a sportsman negotiating a new contract would consider the past seasons factors such as home runs hit, touchdowns scored, sacks achieved, etc.

2 - The Model's work history, such as prior associations, appearances, endorsements, and advertisements including rates established for the commercialization of their image.

The Model's work history for an agent is the basis to help establish a "day rate" to quote in negotiations for future assignments. It is important to note that past 'day rates' help establish a basis for future assignments but Models are constantly trying to raise their rates. Past rates will apply to similar product but each new assignment's rates will depend upon the Product to be advertised and factors as listed below.

3 - The nature of the business seeking a Model's service, including but not limited to the type of product, service or customer experience.

d. POINTS TO BE CONSIDERED

DAY RATE

The Day Rate is the basis of most model assignment negotiations. Models do not sell images previously shot to clients to be used in their Advertising. The only legal way Defendants could obtain the images they require is to 'book' the model for a photo shoot after negotiations of rates and usages either directly with the Model or through an Agent representing the Model. A Day Rate is also the basis of compensation for a model. Time spent on set is calculated as the Day Rate. In this case the Defendant did not engage the models in a photo shoot but misappropriated the images. The Day Rate is calculated into Fair Market Value.

The product being advertised is the main factor considered to determine a day rate. The "Product" being advertised by Blush Club is the Model herself being promoted as an entertainer (Stripper) available at their gentlemen's club (Strip Club). A "strip club" without "strippers" is a restaurant / bar, which would attract a different rate.

The demand for a model's service, her history of work, her 'Fame', her Social Media standing and her suitability to represent the product and compatibility with the Advertiser's vision for their marketing plan are the next considerations.

To be portrayed as an entertainer at a gentlemen's club is not an assignment that enhances a model's career and resulting images are not something they would display in a portfolio. The possible damage to a model's career and the stigmatism attached to being portrayed as an entertainer at a gentlemen's club would definitely affect and taint attitudes from future potential clients.

Models accept assignments that help their careers such as magazine work that raises their profile and supplies well produced, images mostly shot by accredited photographers. Or Models accept work that pays Market Value rates in line with the product they are advertising.

The assignment with Blush Gentlemen's Club does not 'benefit' the models career and thus would only be considered for the monetary payment.

All of the models in this case have shown careers and resultant earnings based on the commercialization of their image. The Day Rates I have quoted are all based on the fact that the Model herself is the Product but the rates vary according to the Model's work history. Rather than just 'creating' a day rate I have tried to draw as straight a line from previous earnings for one day work as possible. The Day Rates I have considered are logically in the highest range as earned by the model.

USAGES

Once the Day Rate for each model has been established, the further costs to the Advertiser depends upon the "Usages". A Day Rate for each of the Usages is the basis of most negotiations in the Model Industry.

It must be noted that Usages as described here are categories of use not the number of times an image is posted. In fact once a negotiation as taken place and a contract agreed to, images produced from the photo shoot can be used in the particular Usage Categories an unlimited time in the agreed time period.

I do not charge a rate for the number of times an image is posted. I quote one day rate for the method of distribution. In this case Social Media is the method of distribution of the Model's images.

Advertising usage is included as the use when attaching the Advertiser's name to the Model's Image and is included in the Day Rate as paid for the model's time on set. This also allows the Advertiser to use the images produced on their business website. In other words an Advertiser can engage the model, produce images, attach their name and use on their website for One day rate total. All other Usages will be negotiated additionally.

"Branding" is a category of use that is included in my Fair Market Valuation and would be negotiated before a model was photographed. Models advertise product. The majority of work performed by the Models in this case have Advertised products such as Clothes, Swimwear, Lingerie, Beverages and beauty products. When the Client mentions 'product' in their descriptions or tagged language or labels or banners it is referring to the product. Blush Gentlemen's Club is advertising the Models as the product and any reference to the product in these advertisements becomes a personal reference to the Model and is termed Branding. Branding ties the Model to the establishment, makes the advertisement a personal endorsement, implies that the Model will be in attendance at the club, works at the club, is available for patrons of the club or describes services that the Model would be performing at the club. Branding use is quoted at a rate equal to the Model's Day Rate and is charged once, no matter how many times "Branding" language is used.

Coupon/ Third Party use is when a Model's image is used to promote special deals over and beyond the original Product agreement. In the case of Alcohol Advertisement by Name Brand Alcohol these advertisements are closely monitored by the Advertising Counsel. Minimum age of 25 and other factors that can affect a Model's ability to work must be considered. Alcohol Advertising for a model is always a lucrative option for work but a certain degree of exclusivity must be adhered to. Clients do not want to see the same Model endorsing many different brands and it is an agents duty to disclose conflicts to potential Advertisers. Coupon/ThirdParty Usage is quoted at a rate equal to the Model's Day Rate and is charged once, no matter how many times Coupon/ Third Party is used.

e. **ADDITIONAL FACTORS CONSIDERED IN ESTABLISHING FAIR MARKET VALUE.**

The rates that Model's are paid are based upon numerous additional factors including but not limited to the following:

- whether use exclusivity is sought;
- Whether the product or service constitutes or is related to sensitive subject matter.
- the history of the client or industry seeking a Model's services, the style, quality and production of previous advertising and promotions, and the client's history in the hiring of other Model's and celebrities;
- exposure - namely how broadly a Model's likeness will be circulated;
- the type of exposure, or the “**Usage**” of the image;
- the length of exposure of Usage, the period of use, and any renewals or rollovers;
- the nature, duration and location of the actual shoot and production

Every Model involved in this matter has categorically stated to me that the assignment with Defendants is one that they would not consider. This is consistent with my professional experience, in which the talent I have represented have never agreed to a job for a gentlemen's club. A day rate for the Defendants' use in a hypothetical negotiation should contain a premium or, at a minimum be equal to the value set by previous commercialization of Model's image in combination with other factors that would influence the actual quoted or negotiated rate for a day's rate. Then applying that day rate to the specific usages as used by Defendant.

In determining the potential impact to a Model's career and future prospects of gaining work from reputable organizations and clients, there are a number of factors that must be taken into consideration. Models invest heavily in time, work and money to build their image and publicity value. Non-negotiated use of their images undercuts these investments, depriving the model of the opportunity to control and craft their own brand as sole owners of their image. This impact would be considered in valuing a Model's rate.

If a Model's image is unilaterally used by an unauthorized User and that party does not pay at least the full market value that the image would otherwise achieve in a bilateral negotiation, the model is immediately adversely affected financially. In the case of the image being used to promote an industry or product that does not enhance the Model's known and accepted image, the future income earning potential of the Models could be severely, and in some cases permanently, damaged thereby destroying the future career prospects of the Models. Models and clients take the potential for such harm into account when negotiating a Model's rate.

If a User opts not to engage in arms-length negotiation for the image and, instead, uses the Model's image without consent, an assessment of financial damages to the model must include at a minimum, the fair market value for the image had it been negotiated properly. In a real market negotiation the model or agent would need to consider the possibility of loss to future earning capacity and possible damage to reputation, of being associated with a product that is often deemed unsavory. In an effort to provide a conservative assessment of the fair market value of the Models' images, no additional 'premium' has been added. However the Defendants' 'product' has been considered in the establishment of Models' hypothetical negotiated day rate.

The timing or context of the use of the photographic images of the model, the product advertised, the Usages and the distribution of the images to various markets all must be taken into consideration in the assessment of damages and the number of images used and the usage of each image must be taken into account for the purpose of establishing a fee in an arms-length negotiation. For each model a fair market fee for the use of each image used, taking into account the income history the model derived from properly negotiated work over the course of her career, as well as the their work quality, experience, exposure, and duration of career forms part of the calculation of the day rate. The determined fee would be that which is reasonable in light of industry standards, the way each Models' image was used and the nature of the business that has misappropriated the image.

g. CATEGORIES OF DOCUMENTS AND INFORMATION CONSIDERED IN CALCULATING DAMAGES

In conducting the analysis to complete an assessment of damages, it is necessary to review, consider and rely upon the images used and their specific usage by the Defendants together with the perpetual period of time during which each offending image was used (*i.e.*, once posted, the images remain on the internet or social media in perpetuity), alterations to any of used images, the media in which each image was used or disseminated, and the mode and scope of distribution in various markets nationally and worldwide on the web. My understanding that none of the images were taken down prior to the beginning of litigation activity between the parties.

In conducting an analysis in preparation of a report it is further necessary to review, consider and rely upon the type and caliber of past clients that have employed each model as well as factors determining and affecting each Model's future earning capacity such as earning history, development, growth, positioning, experience, current exposure, name recognition, personal publicity, social media profile and extensive web presence, market demand, and complementary employment. In addition to having extensive knowledge and experience in the modeling industry it is necessary to have, to the extent available, considered such documents as modeling contracts and agreements, contractor 1099 forms, employee W-2 forms, earnings statements, releases and related records. Discussions with the Models and best recollection of work and earnings are discussed and considered where invoices, documents, contracts or payment records are not available but the resulting work product is available.

Discussion with the current agent or past agents representing the Models when available is valuable in assessing the value of a Model's image. This process and knowledge as to the history of rates, com-parables, career planning, special circumstances, exclusivities, competing products and name endorsements are integral to determining and negotiating the value of a Model's image. I have attempted to contact where available all agents or representatives, managers, booking companies or attorneys that have knowledge and details that are important in establishing a working day rate with regards to the defendants product.

Review, consideration and reliance upon information and literature relating to the Defendants, history, profile, and focus on promoted events, including but not limited to social media promotional material is also required to gain an understanding of the specific product or consumer experience that the Defendants advertise. Use of the Models' images (*eg*: club, parties and event promotions) implies that the model is a willing and voluntary participant and endorser of the advertisements and the use implies that the model necessarily understood and supported the Use by Defendants and the consumer experience being advertised. Such use can imply that each model took part in or would be present at the Defendants' parties or events in fulfillment of this advertised consumer experience.

e. ADDITIONAL PROFESSIONAL CONSIDERATIONS

In conducting the analysis and preparation of a Report, I further review, consider and rely upon my 28+ years of involvement in the model industry, discussions with numerous past and present agents working in agencies all over the world. I review various booking terms and conditions set down by model agencies operating today (reflective of nearly every agency operating worldwide) and handbooks and guidelines published by advisory bodies such as The Association of Model Agents (AMA), The Trade Association of The UK Model Industry. In estimating the compensatory, or actual, damages for each individual, I quantify the fair market value for the use by Defendants of each Models' images over her strong objection that should require a premium to be paid during negotiations.

In determining the damage to the Models from the use by Defendants of the Models' images. I employ the normal model industry practice and process when quantifying fair market value for use of Models' time to photograph or film and resulting images and the charges to a company or other entity that is interested in contracting the Models' services. Fair market value of a product or service is the agreed price between a knowing, voluntary and willing seller and a knowing, voluntary and willing buyer, with no interference, disruption or manipulation by a third party. Fair market value is *not* equivalent to the value that a buyer would unilaterally offer and pay for use of an image to promote a product, service or consumer experience where the seller – in this case the models – either does not know about the transaction or objects to or rejects the proposed transaction. In other words, a hypothetical buyer like the Defendants in this case would not be able to unilaterally set the fair market value of the Models' images in a transaction, particularly where, as here, there is not a willing seller. Nor, would the seller be able to unilaterally set the price for the Model's image. If that were the case, I understand that the Models in this case would have set prices far higher than my assessment of rates. (Assuming the Models would agree to Defendants' use at any price).

Comparison of rates paid to Models for assignments worked where they have consented to the job, agreed with the product and have had a rate negotiated before the assignment present significant differences with the use of their images by Defendants. The main difference is that Defendants 'product' is a gentlemen's club. An establishment where dancers perform totally or partially nude for the clientele. As in any negotiations this product would have been a defining point in any negotiations to hire the Models.

In assessing damages I have not included a fee or rollover based on time. Rarely, if ever, is there a contract with Unlimited Time for use allowed. Many of the images used by Defendants may have remained on Social Media for significant periods of time, with no indication that the Defendants would have intended to remove the imagery before being contacted in this litigation. Thus Defendants had effectively used the Models' images for an "unlimited" duration . In my experience there would be a renegotiation or rollover (repayment of original fee) at minimum every year of use.

In development of my report I have conferred with certain modeling agents in the main modeling markets of the US.

SECTION	DAMAGES
Athena Lundberg	\$20,000
Brooke Banx	\$15,000
Cora Skinner	\$60,000
Hillary Hepner	\$20,000
Irina Voronina	\$40,000
Kimberly Cozzens	\$40,000
Jaime Longoria	\$60,000
Jennifer Archuleta	\$45,000
Jessica Burciaga	\$60,000
Jessica Rockwell	\$20,000
Masha Lund	\$20,000
Lucy Pinder	\$40,000
Paola Canas	\$30,000
Sara Underwood	\$100,000
Tiffany Toth Gray	\$40,000
TOTAL	\$610,000



Stephen Chamberlin

02/04/2020

Date

Professional Experience

Stephen Chamberlin
TERRAZOS SUITES
1861 NW SOUTH RIVER DRIVE
#1207
MIAMI, FL. 33125

Rumblestorm Management January 2009 to present Owner - Director

Rumblestorm Management is a worldwide sourcing and management company that operates as a paid scout and development platform for Models' working all over the world. Currently managing Models' both male and female in the US, France, Great Britain, Spain, Germany, Japan, Singapore, Italy, Australia and New Zealand.

Agencies that I am actively engaged and working for and with include but not limited to, IMG Models' Worldwide, DNA Management NY, Major Models' Worldwide, NY Models' NY, Elite NY, Ford Models' NY, Society Management NY, Women NY, LA Models' LA, M Management LA, Next Models' Worldwide, Silent Models' Paris, Premier Management London, Select Models' London and Storm Management London.

I place Models' with these and other agencies in multiple countries, book, negotiate, invoice, collect commissions, source tear sheets and monitor usage of jobs.

Michele Pommier Models

February 2016 to March 2019 Agent / Scout

Michele Pommier Models' is one of the oldest, most established and respected agencies in the United States. My involvement as an agent is to add my international experience and negotiating skills to expand bookings, secure representation of established Models' and to scout and develop new talent.

Warning Management Inc. November 1998 to August 2008 Founder - Partner - Director

A full service management company representing fashion Models', actors, commercial talent, musicians, bands, photographers, directors, brands and companies. Revenues are primarily derived from commissions paid by clients, from engagements including but not limited to, bookings, endorsements, sponsorships, commissions, residuals, exclusivities and royalties. The mediums worked in include but not limited to, Print, Television, Videos, Packaging, Billboards, Point of Sale, Corporate Videos, Appearances, Speaking Engagements, Film, Events, Event Management, Organization, Consultancies and Negotiations.

My responsibilities were total management and hands on involvement in every facet of the company. As director and signatory for the company, I had a complete working knowledge of every negotiation, deal and client that we represented. I was responsible for not only branding and development of the major clients but also for branding and development of the company. I built the company from one employee and zero revenue into a publicly traded company with revenues of over \$30 million per annum.

LA Model Management (Los Angeles, CA)

NY Model Management (New York, NY) December 1991 to May 1998 Agency Director

LA model Management is one of the world's oldest largest and most respected agencies. I represented Models', commercial talent, actors, production services, runway, hair and make-up artists and casting services. My responsibility was the development of talent and the International marketing of the company to clients worldwide. I established the first corporate client endorsements by actors and opened a whole new industry within an industry. I developed Model Searches and TV shows that were fully sponsored and are still in production now.

**Spott Model Management (Sydney Australia) January 1989 to August 1991
Agency Director**

Spott Models' was a boutique agency in Sydney specializing in the development of Models' for the world market. In the two years working I sent over a hundred Models' out to various agencies worldwide and represented more than two hundred international Models' on their visits to Australia.

**Association of Surfing Professionals. (ASP) December 1989 to March 1990
Tour Representative / Sponsorship Director**

The Association Of Surfing Professionals is the governing body for professional surfing worldwide. I was the Pro Surfers representative on tour. I was the middle negotiator for all problems and communications between the Surfers and the Administrative body and wrote and actively sought Corporate sponsorships for both the Association and Professional Contests. I served as Contest Director on a number of International Events.

**Australian Professional Surfers Association (APSA) December 1985 --March 1990
Part Time Director**

The Australian Professional Surfers Association is the local governing Association for the development of Professional Surfing in Australia and the regional representative for the World body the ASP. My responsibilities were to raise sponsorship money for a fully funded National circuit which was the satellite events that helped Australian and International surfers progress to the World Pro Tour. I organized a national program of contests and established a point system for advancement and selection to the World Tour.

Education

1984 Bachelor of Laws/ Economics (BEC/LLB)
University of New South Wales

1979. Port Macquarie High School NSW 1979

Associations

American Bar Association (ABA) Associate Member
ABA Intellectual Property Law Section Member
ABA Civil Rights and Social Justice Member
ABA Dispute Resolution Member
Member International Model Alliance
Model - Kartel International Advisory Board

STEPHEN CHAMBERLIN TESTIFYING EXPERIENCE TABLE

In the Matter of	Court	Representing	Testimony
<i>Nouveau Model and Talent Management vs. Disguise Inc.</i> , SC111112	Los Angeles Superior Court (Central) – Stanley Mosk Courthouse	Plaintiff	Trial Testimony Deposition
<i>Timed Out, LLC vs. 13359 Corp.</i> BC583739	Los Angeles Superior Court (West) – Santa Monica Courthouse	Plaintiff	Trial Testimony Deposition
<i>Timed Out, LLC v. Tru Hospitality Group, LLC, et al.</i> BC586726 -	Los Angeles Superior Court (Central) - Stanley Mosk Courthouse	Plaintiff	Trial Testimony Deposition
<i>Timed Out, LLC v. Midway Venture LLC, d/b/a Pacer, et al</i> Case No. 37-2015-002122-CU-NP-CT:	Superior Court of California, County of San Diego (Central)	Plaintiff	Deposition
<i>Joanna Krupa; ET AL., v. RPM Dining, LTD. d/b/a The Yellow Rose and RPM Dining, LLC</i> , D-1-GN-15-003207	District Court Travis County, Texas 419 Judicial District	Plaintiff	Deposition
<i>Sandra Valencia; ET AL., v Centex Business Consultants, L.C. d/b/a The Landing Strip Gentlemen's Club</i> D-1-GN-15-004750	District Court Travis County, Texas 53rd Judicial District	Plaintiff	Deposition
<i>Jamie Faith Edmondson; ET AL., v Caliente Resorts, LLC, d/b/a Caliente Vacation Club</i> , 8:15-CV-02672-SDM/TBM	United States District Court Middle District of Florida Tampa Division	Plaintiff	Deposition
<i>Lena Posada, et al. v. Club Hospitality II, Inc.d/ b/a Lipstick Gentlemen's Club; et al.</i> No. DC. - 15 - 13275	116th Judicial District Court, Dallas County, Texas	Plaintiff	Deposition
<i>Brooke Banx; et al. v. TLC Beverages Of Dallas, Inc., d/b/a The Men's Club Of Dallas, et al.,</i>	116th Judicial District Court, Dallas County, Texas	Plaintiff	Deposition
<i>Amber Lancaster, et al. v Ocala Hospitality Group, LLC d/b/a Cowboys Saloon d/b/a Cowboys Ocala d/b/a The Colosseum</i>	United States District Court Middle District of Florida Ocala Division	Plaintiff	Trial Testimony
<i>Carissa Rosario, et al. v LA Place, INC., d/b/a Gossip Gentlemen's Club, and Nickolas Alleva</i> , 2:15-cv-07104 (JMA) (ARL)	United States District Court Eastern District of New York	Plaintiff	Deposition
<i>Toth vs Murray Enterprises</i> 15-CV-8028-NRB	United States District Court Eastern District of New York	Plaintiff	Deposition
<i>Taylor et al v Trapeze Management LLC et al</i> 0:17-cv-62262- KMM	United District Court Southern District of Florida	Plaintiff	Deposition
<i>Timed Out LLC V Prisma Entertainment</i> BC663581	Superior Court of the State of California County of Los Angeles, Central District	Plaintiff	Deposition
<i>Timed Out LLC v Red Tie LLC</i> BC664917	Superior Court of the State of California County of Los Angeles, Central District	Plaintiff	Deposition
<i>Burciaga et al v Flash Dancers Inc.</i> 3:16-cv-393-J-32JRK	United States District Court Middle District of Florida Jacksonville Division	Plaintiff	Trial Testimony
<i>Edmondson et al, v Velvet Lifestyles, llc et al.</i> 15-24442-CIV-Martinez/Louis	United States District Court Southern District of Florida	Plaintiff	Trial Testimony
<i>Case: Gibson et al v Faneuil Entertainment, Inc. (Cheetah Clubs) 50-2015-CA-009211xxxMB-01</i>	Fifteenth Judicial Circuit in and for Palm Beach County, Florida	Plaintiff	Deposition
<i>Gibson et al v Cowboys Saloon Gainesville</i> 1:18-cv-138-AW-GRJ	United States District Court Northern District of Florida Gainesville Division	Plaintiff	Trial Testimony
<i>Geiger et al V Creative Impact, Inc d/b/a Bandaid's Showclub.</i> 2:18-cv-01443-PHX-JAT	United States District Court District of Arizona	Plaintiff	Deposition
<i>Cheri et al v A-Q-B, LLC.,d/b/a Babes Club</i> 6:19-cv-00372	United States District Court Western District of Texas	Plaintiff	Trial Testimony
<i>Ratchford et al V AEG Ventures, llc. (Atlantis)</i> 1:17-cv-07368	United States District Court Northern District of Illinois Eastern Division	Plaintiff	Deposition

xiv. INDIVIDUAL FAIR MARKET VALUE ANALYSIS

Background/Bio

Athena Lundberg is, and at all times relevant to this action was, is an American model and actress. Ms. Lundberg became Playboy Playmate of the Month Miss January 2006. Ms. Lundberg has also appeared as one of the main faces for the popular clothing catalog, Foreplay. Other publications include O'neil Sports, FHM, and Syrup Swimwear where she graced the covers for all.

Ms. Lundberg is best known for her acting roles in 2010's Kissing Strangers, and 2014's Water Wars.

Consider;

- All relevant points as listed above.
- Ms.Lundberg is now working part time as a model.
- Ms.Lundberg has received rates of over \$20,000 for a single day's work

<https://www.imdb.com/name/nm2460089/>

<https://www.amazon.com/Lundberg-Playboy-Playmate-Authentic-Autographed/dp/B00GUS1QAY>

<https://www.instagram.com/athenadawnelle/?hl=en>

<https://www.facebook.com/pages/category/Public-Figure/Playmate-Athena-Lundberg-136129813087549/>

<https://www.thegentlemanracer.com/2018/10/car-girl-athena-lundberg.html>

<https://twitter.com/missjanuary06?lang=en>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.



July 19, 2005

PLAYBOY

Athena Lundberg
416 Honey Place
Lathrop, CA 95330

Dear Athena:

Congratulations on being chosen as a finalist for selection as a Playboy "Playmate of the Month." Accordingly, we will arrange your Playmate photography sessions. If you satisfactorily complete these sessions and are selected and published as "Playmate of the Month," you will receive [REDACTED] and valuable publicity, plus have the opportunity to be considered as Playboy's "Playmate of the Year."

For your part, you agree to:

A. cooperate with us and make yourself available for:

1. the still photography sessions required for the "Playmate of the Month" and, if chosen, "Playmate of the Year" features, including the promotion and production of events connected with winning either title;
2. filming sessions (which may include behind the scenes video) connected with the production of any film, TV, home video or Web programming that relate to either the "Playmate of the Month" or "Playmate of the Year" title;
3. additional still photography or filming sessions in connection with being selected to either above title after your Playmate feature has been published, which may include, but not be limited to, Playboy's international editions, Playboy websites, *Playmate Review* and *Playmate Calendar*, for which you will be paid additional modeling fees at Playboy's prevailing Playmate modeling rates of [REDACTED] per day;
4. up to 20 days of promotional appearances during the month your issue of the magazine is on-sale (you will be paid additional promotional fees at Playboy's prevailing rates of at least [REDACTED] per day, should you exceed the 20 days); and
5. at least one one-hour online chat on Playboy's website while your issue is on the newsstand;

PMOM AGT M 04-14-03 HS:AEC:SW:SD

1

PLAYBOY STUDIO WEST/2112 BROADWAY/SANTA MONICA, CALIFORNIA 90404/310 264-6600/FAX 310 264-1944

- Q. if Playboy decides, through no default on your part on the terms of this agreement, to cancel your Playmate project before all elements of your feature are complete and your feature is published, you will be entitled to keep any (but only) those moneys paid to you to that date of cancellation. However, if your Playmate feature is canceled for your failure to abide by any of the terms of this agreement, Playboy will not be obligated to pay you any further fees and, in fact, may be due a full or partial refund of the portion of the Playmate fees already paid to you.
- R. Playboy will use reasonable efforts to attempt to obtain for you a domain name on the World Wide Web in your name for the term of this agreement (two years).

If you are chosen as "Playmate of the Year" you will receive additional cash and prizes to be determined by Playboy at the time of your selection.

Finally, you agree that your services are unique and of such value that their loss would cause us irreparable injury that could not be compensated solely by money and, therefore, we will be entitled to equitable relief if you fail to honor your obligations.

We are delighted to have you associated with Playboy and want to help you in every way possible to do an outstanding job for our mutual benefit. Please feel free to consult with any of the photo editors if you have any questions regarding your obligations and activities related to being a Playmate.

Sincerely,

PLAYBOY ENTERPRISES
INTERNATIONAL, INC.

By 

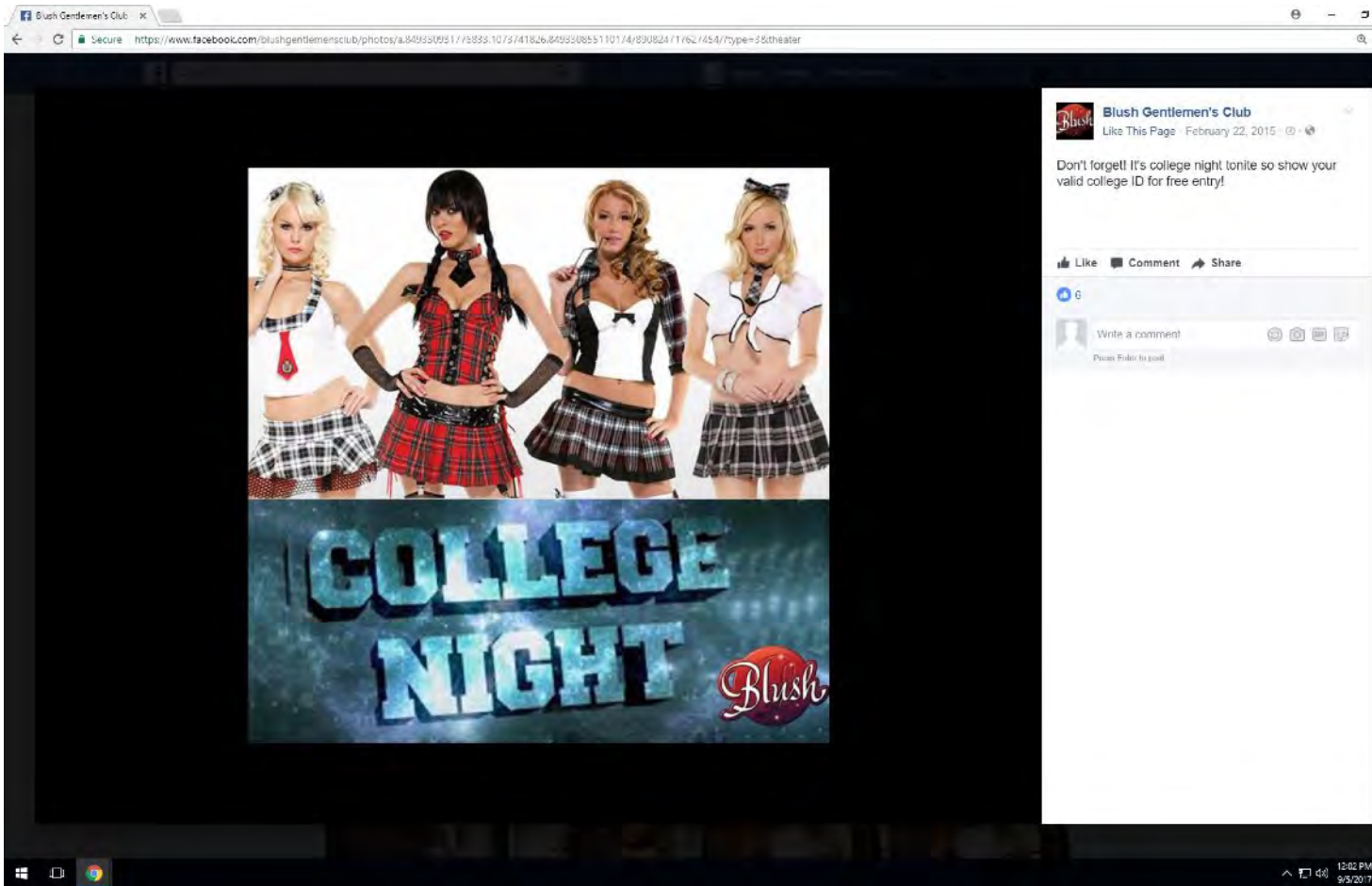
Title West Coast Photo Editor

ACCEPTED AND AGREED TO:

By 

Athena Lundberg
Professional or Business Name

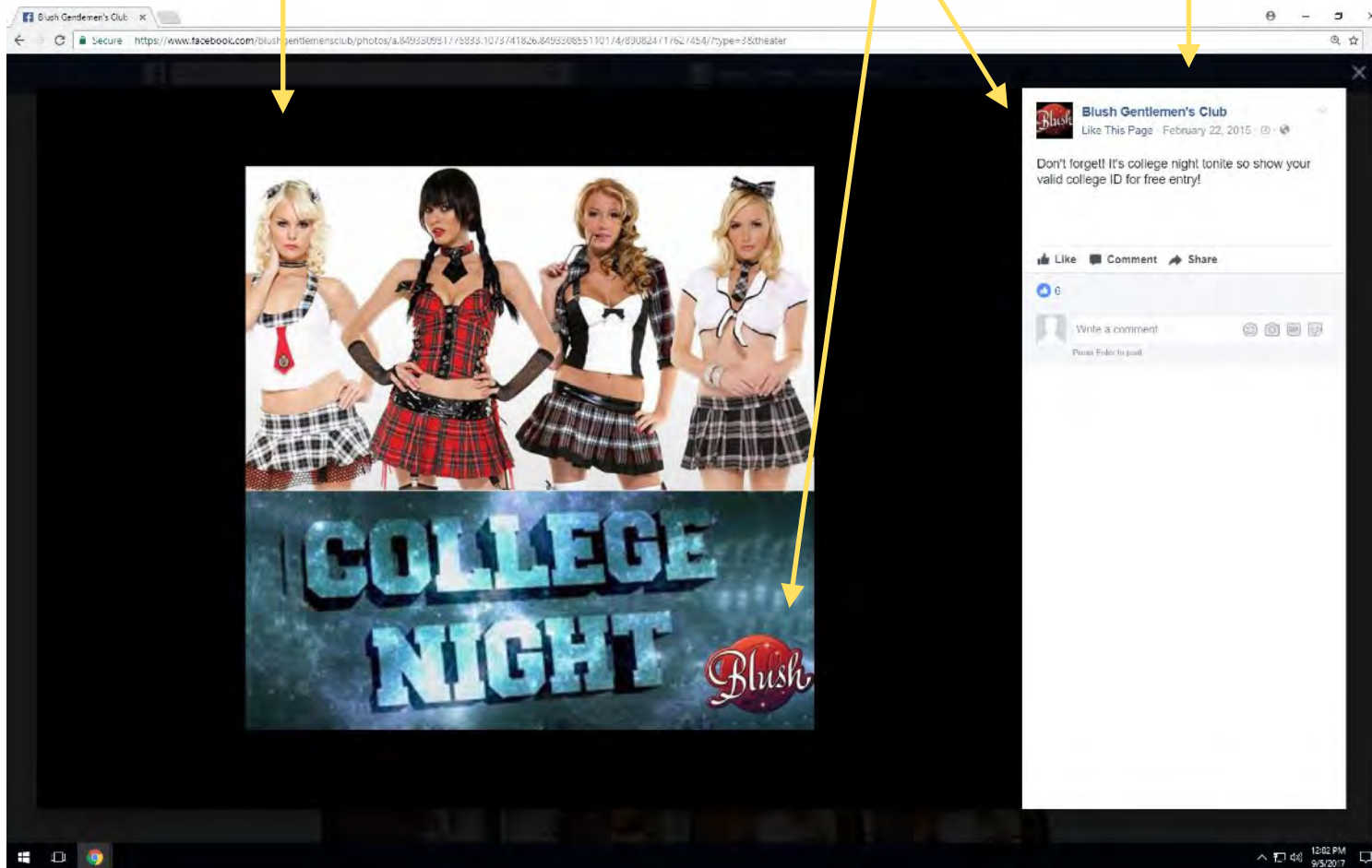
Use by Defendants



Athena Lundberg

Advertising

Social Media Use



Original Image of Ms. Lundberg for costume company

Home > Apparel > Costumes > Sexy Costumes



**Free shipping Hot Popular sexy school girl costumes Adult Naughty School Girl Costume
Sexy schoolgirl costumes women**

Shared by Danny Kennedy from AliExpress

Share   

Reference Price: \$ 43.66

Color: : As show

Inventory Type: : The entire single

size: : free size

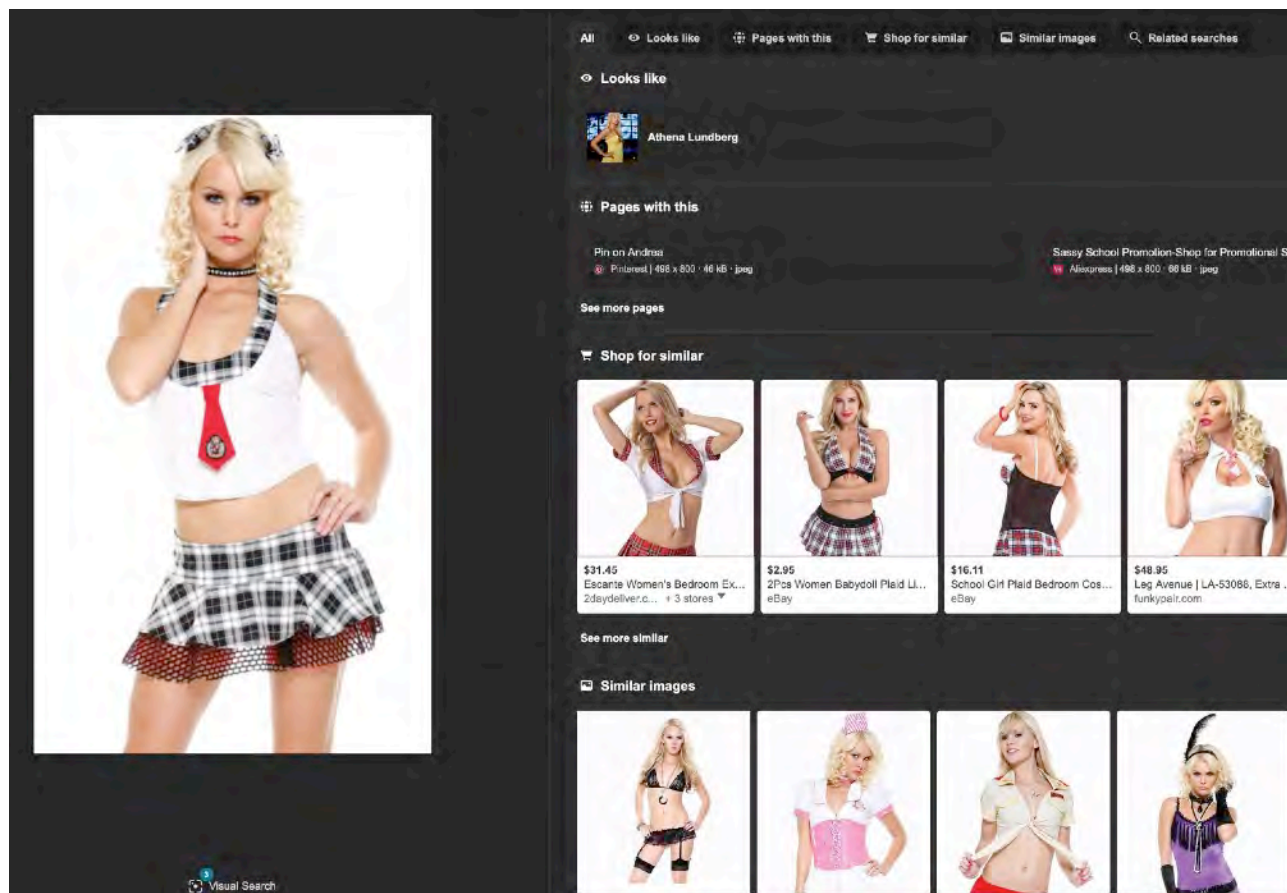
For the season: : Spring, Summer, Fall, Winter

Over 10 suppliers can give you a quotation.

[Get Quotations Now](#)

You should get the quotation(s) in 6 hours .

*A [bing.com](https://www.bing.com) image search clearly identifies the Model by name



Calculation of Fair Market Value for Images

Athena Lundberg has been a part time model and actress. Ms. Lundberg became famous as a Playboy Playmate which she leveraged in to a number of feature films.

Defendants' posted one image of Ms. Lundberg on Social Media promoting the clubs and Ms. Lundberg as 'the product'.

For any work that Ms. Lundberg has been paid to shoot or post she has consented to and endorsed the products being advertised. Each assignment has varied depending upon the product being promoted, the time taken to shoot, the distribution of her image, the way in which her images were distributed, the time period of exposure of her images, what else was required by client of Ms. Lundberg' time, the number of social media postings and if exclusivity was required.

Ms. Lundberg' history of work and compensation has been contracted and negotiated following the same procedure and methodology as I have recreated in this report to establish a fair market value for the use of Ms. Lundberg' image. The main difference and underlying factor determining day rate is the product being advertised.

Blush Gentlemen's Club used Ms. Lundberg' image to promote Ms. Lundberg as the "Product" available at their club. They promoted Ms. Lundberg as a "Stripper" working at their club.

Ms. Lundberg has stated that this is not an assignment she would accept or consent to.

All rates have been considered in my calculations but no 'straight line comparable is available in regards to a similar product. Ms. Lundberg has never worked for a Gentlemen's Club and in fact has never shot nude or even topless. Defendants featured Ms. Lundberg as "the product" in their advertising.

After consideration of all the factors listed in my report and based on my experience and expertise in this industry, when negotiating a rate of compensation for Brooke Lundberg for the identified images used by Defendant, I would quote a day rate of \$10,000. With evidence of rates paid Ms. Lundberg would be quoted substantially higher. As a former Playboy Playmate with Ms. Lundberg experience, work history, desirability and suitability wanted by a gentlemen's club a \$10,000 day rate is the minimum that would be quoted.

It is important to note that a quoted Day Rate is for the model's time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood, above and beyond that 'usage' rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product (Blush Gentlemen's Club's use of Ms. Lundberg' image makes her the product). All usages are negotiated and attract negotiated payments.

Calculation of Fair Market Value for Images *cont.*

Blush Gentlemen's Club used one image of Ms. Lundberg.

Image 1

Ms. Lundberg' image was used by Blush Gentlemen's Club to advertise their company and their services. Blush Gentlemen's Club distributed the images on Social Media.

Usages:

- **Advertising:** “ Blush Gentlemen's Club” attached to Ms. Lundberg' image.
- **Social Media:** Ms. Lundberg' Images used on Blush Gentlemen's Club's Social Media Pages

Advertising including Ms. Lundberg's time on set : \$10,000

Distribution of Ms. Lundberg's Image on Social Media : \$10,000

Athena Lundberg's actual damages for use of her image by Blush Gentlemen's Club are \$20,000

Background/Bio

BROOKE BANX is, and at all times relevant to this action is an American model, spokes woman, host, actor, business owner and student. Ms. Banx has appeared in many magazines including FHM, LXM, Savy, 44 magazine, Mac and Bumble, Splat Magazine Cover, Rix, Mainstream, Rukus Magazine Cover, Radikal Cover, Glam Jam Magazine Cover, Peach Magazine and American Curves. Ms. Banx has been featured in ad campaigns for Cationic Hydration Hair Products, Viper Supplements, Adam Bouksa and Exposed Lingerie.

As a product spokes model, Ms. Banx is currently the face of a national advertising campaign for Intrigue Liquor, featured within the pages of various national and regional entertainment and fashion publications, on taxi cabs nationwide coinciding with public appearances made on behalf of the brand across the US.

Ms. Banx has her own online store with a full product range of hats and accessories, undergarments and pajamas, jewelry, signed prints and posters.

Consider;

- All relevant points as listed above.
- Ms. Banx is now a full time student part time model.
- Commercialization of her image.
- Ms. Banx has received rates of over \$10,000 for a single day's work
- Ms. Banx has a personal e commerce site

<https://www.facebook.com/Brooke-Banx-129035453773463/>

<https://www.instagram.com/brookebanx/?hl=en>

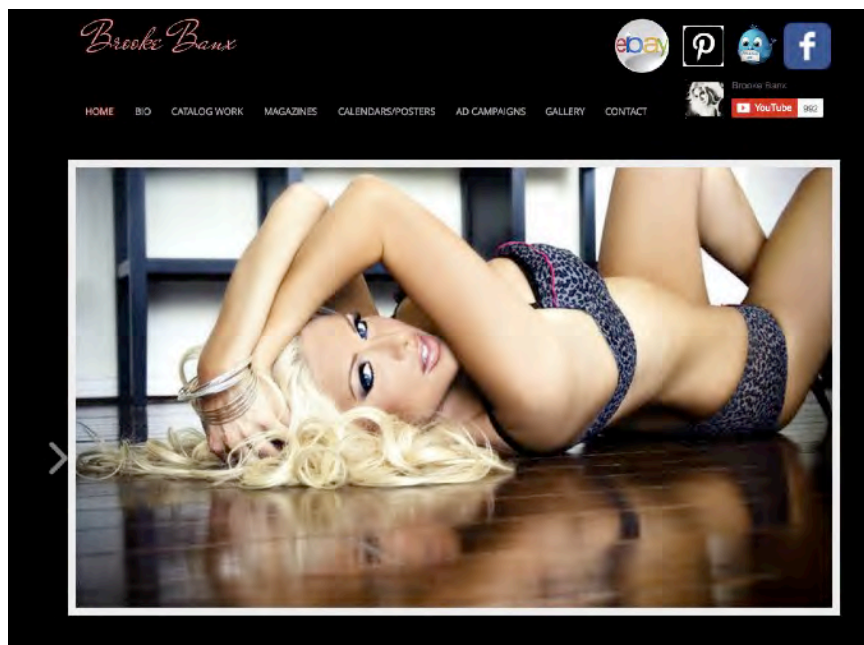
<https://www.brookebanx.com>

<https://www.modelmayhem.com/BrookeBanx>

<https://twitter.com/brookebanx?lang=en>

<https://www.imdb.com/name/nm1782992/>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.





PERSONAL SERVICES AGREEMENT

The undersigned, Brooke Banx ("BB"), and _____ ("NO LIMITS"), hereby agree that BB shall provide spokes modeling and media services to NO LIMITS starting February 5, 2014 and ending December 31, 2015 under the following terms and conditions:

1. This agreement is non-exclusive and BB is unencumbered from providing such services to other clients with exception of competing companies to NO LIMITS in the lubricants, fuels and batteries industries.
2. BB shall be compensated for services rendered as follows:
_____ per day for all photo shoots, event days, trade shows or other requested appearances including behind the scenes taping ("work events"). SEE APPENDIX "A" for list of services.
3. Upon booking BB services, and at least 2 weeks prior to each work event, NO LIMITS shall pay her a deposit equal to 50% of the projected invoice for the work event. In the event NO LIMITS cancels the work event, BB shall retain all deposit money paid as liquidated damages. The remaining balance of her compensation shall be paid immediately upon the concluding day of the work event, all such payments to be made by PayPal at BB expense under services agreement with PayPal. BB understands she will receive a 1099 at the end of the year and assume all responsibility for any and all tax liabilities. BB will reimburse NO LIMITS for any deposits or accumulated costs for traveling if BB does not show or cancels for the work events.
4. NO LIMITS shall arrange and pay for all travel expenses incurred by BB in rendering such services including, with limitation, all flight, taxi to

and from event destination locations, hotel, and meal expenses (limit of _____ a day for meals) per day. Should BB advance any such expenses, she shall be reimbursed upon BB sending receipts into NO LIMITS and understanding all checks are issued on the 15th and 30th of each month or last day of month if there is not 30 days within that month. BB understands there will be no compensation for the days needed to travel to work events.

5. Jurisdiction of any such litigation shall exclusively be in the state courts of Maryland.
6. The parties acknowledge that BB is an independent contractor and not an employee of NO LIMITS.
7. The parties acknowledge that BB will actively promote and use NO LIMITS products. Promotion is defined in APPENDIX "A".
8. BB shall provide an invoice at the end of the work event for payment to be issued.
9. BB releases the right to NO LIMITS to use her likeness, name and brand for media, promotional and endorsement materials.
10. BB agrees and understands that NO LIMITS holds a strict policy of no illegal drugs, drugs prescribed to others or alcohol policy during to be consumed or used by BB during the work events. BB understands this may result in an immediate dismissal and forfeiture of monies due to BB and reimbursement to NO LIMITS of travel expenses.
11. The parties acknowledge that this AGREEMENT is valid only after both parties have executed their below signature lines and may be terminated with just cause with written notice. Emails will be considered written notice and the addresses below are considered the formal addresses for all notifications. This agreement shall be transferable by NO LIMITS with written notice and consent of BB.

DATED: _____

Brooke Banx
brookebanx@aol.com

Bob Aloï (President/ CEO)
NO LIMITS Performance Products LLC.
baloi@nolimitsols.com

APPENDIX "A"

The descriptions of "work event services" are listed below. These are subject to change with written consent by both parties.

- Attend work events to promote NO LIMITS and its products as a brand ambassador and spokes model.
- Sign autographs and interact with fans and customers
- Assist fans and customers by handing out promotional material and assisting them in interactive content within our displays
- Maintain a professional and "happy" manner during all events
- Photo shoots for promotional materials. Outfits and content will be determined but with the understanding that there will be no full nudity, immoral or illegal type settings.
- Media and content filming and reporting for NO LIMITS TV
- Round Card Girl for racing events
- Back up girl for race teams to be determined
- Actively promote NO LIMITS during events and after the events on all social media links. This includes behind the scenes, postings and endorsing to all private and public sites BB maintains.
- Endorse and embrace the title of "NO LIMITS Ladies"
- Available for filming of commercial content
- Assist in promoting all marketing programs or partnership programs during the events.
- Have Fun

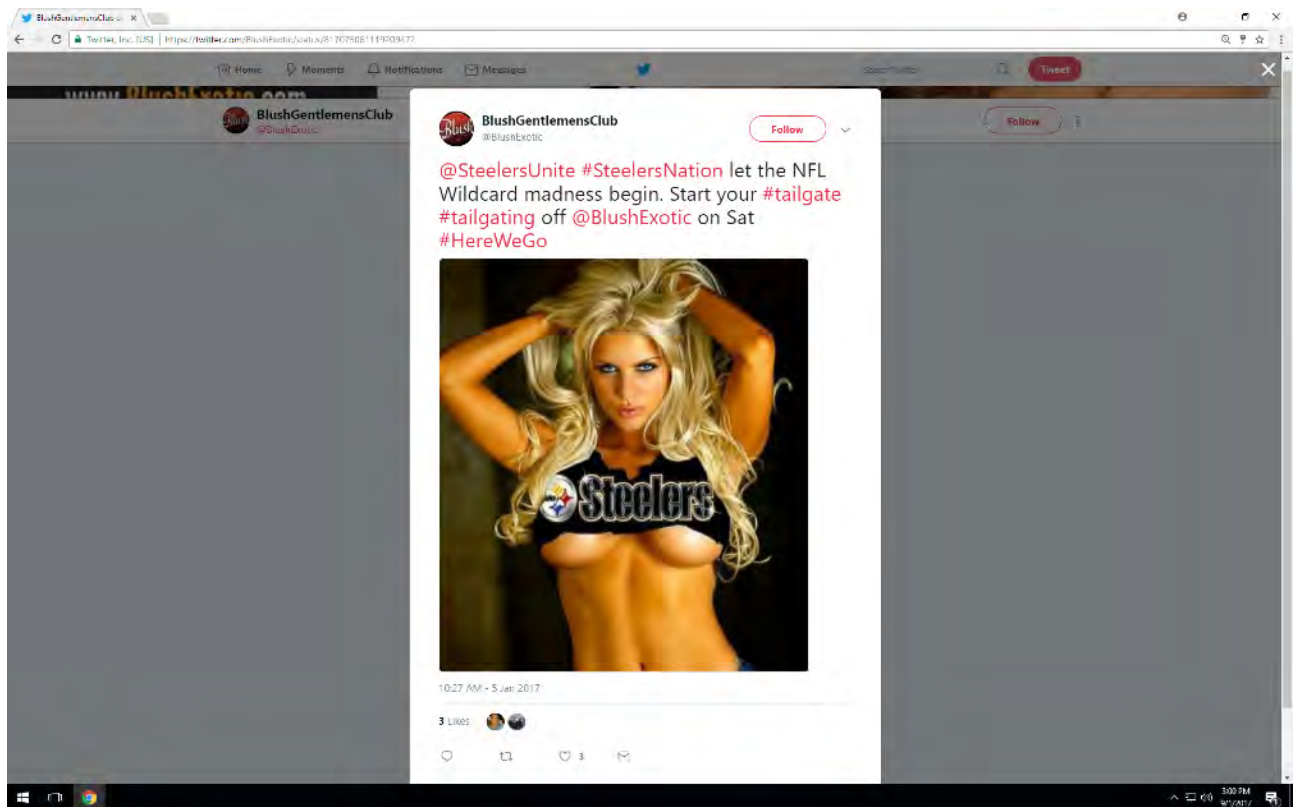
Use by Defendants



Use by Defendants



Use by Defendants



Brooke Banx

Advertising

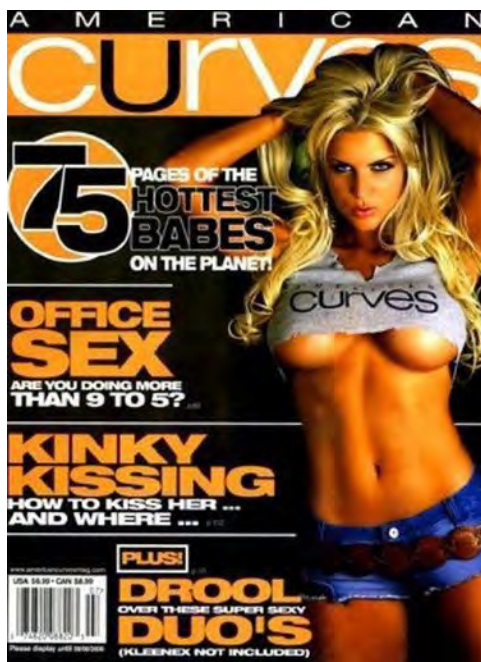
Social Media Use



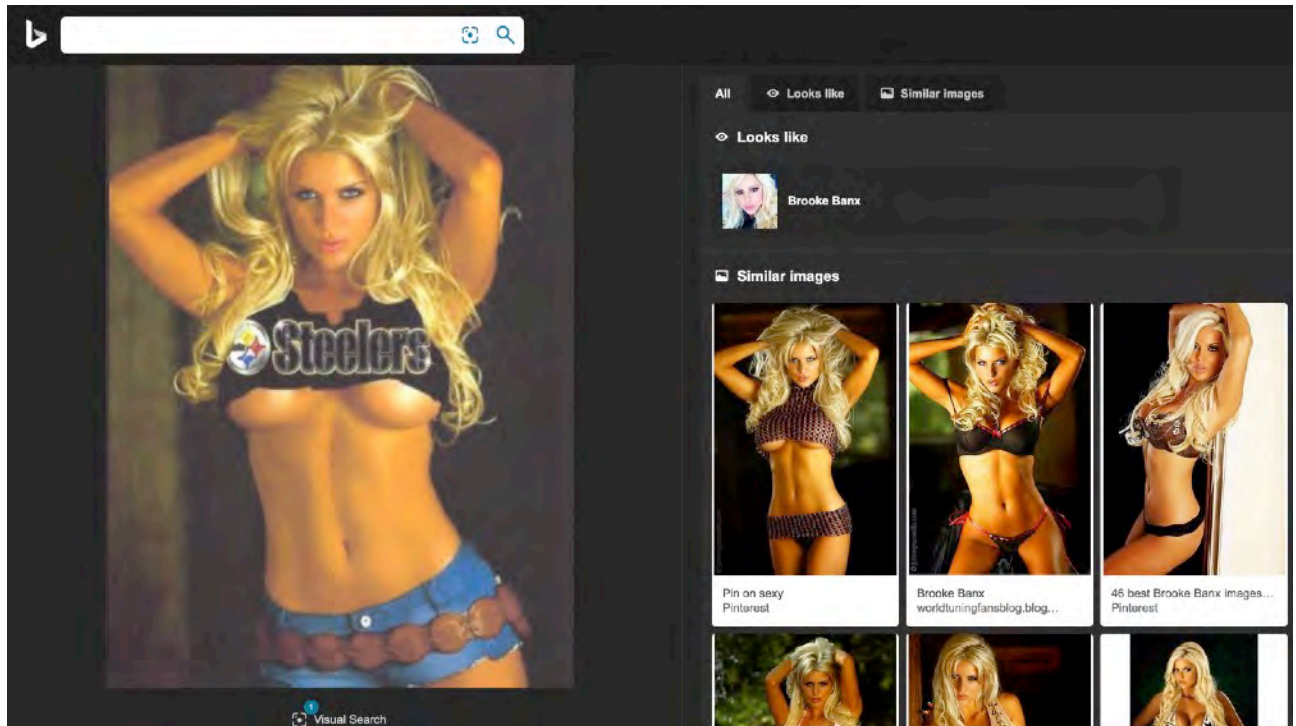
Branding

“Look for the @blushexotic girls”

Original Images of Ms. Banx.
Editorial shoot.



*A [bing.com](https://www.bing.com) image search clearly identifies the Model by name



Calculation of Fair Market Value for Images

Brooke Banx has been a part time model with a solid working career and personal e commerce site selling product and calendars. Ms. Banx range of work and clients is available to see online but Ms. Banx does not or has not kept the documentation or records of contracts of assignments.

Defendants' posted one image of Ms. Banx on Social Media promoting the clubs and Ms. Banx as 'the product'.

For any work that Ms. Banx has been paid to shoot or post she has consented to and endorsed the products being advertised. Each assignment has varied depending upon the product being promoted, the time taken to shoot, the distribution of her image, the way in which her images were distributed, the time period of exposure of her images, what else was required by client of Ms. Banx' time, the number of social media postings and if exclusivity was required.

Ms. Banx' history of work and compensation has been contracted and negotiated following the same procedure and methodology as I have recreated in this report to establish a fair market value for the use of Ms. Banx' image. The main difference and underlying factor determining day rate is the product being advertised.

Blush Gentlemen's Club used Ms. Banx' image to promote Ms. Banx as the "Product" available at their club. They promoted Ms. Banx as a "Stripper" working at their club.

Ms. Banx has stated that this is not an assignment she would accept or consent to.

All rates have been considered in my calculations but no 'straight line comparable is available in regards to a similar product. Ms. Banx has never worked for a Gentlemen's Club and in fact has never shot nude or even topless. Defendants featured Ms. Banx as "the product" in their advertising.

After consideration of all the factors listed in my report and based on my experience and expertise in this industry, when negotiating a rate of compensation for Brooke Banx for the identified images used by Defendant, I would quote a day rate of \$5,000. With evidence of rates paid Ms. Banx would be quoted substantially higher. As is the rate of \$5,000 per day would be the minimum considering only Ms. Banx experience, work history, desirability and suitability wanted by a gentlemen's club.

It is important to note that a quoted Day Rate is for the model's time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood, above and beyond that 'usage' rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product (Blush Gentlemen's Club's use of Ms. Banx' image makes her the product). All usages are negotiated and attract negotiated payments.

Calculation of Fair Market Value for Images *cont.*

Blush Gentlemen's Club used one image of Ms. Banx.

Image 1

Ms. Banx' image was used by Blush Gentlemen's Club to advertise their company and their services. Blush Gentlemen's Club distributed the images on Social Media. Blush Gentlemen's Club referred to Ms. Banx image and placed her at the club, implying she endorsed, worked or would be available for patrons at the club. This is Branding.

Usages:

- **Advertising:** " Blush Gentlemen's Club" attached to Ms. Banx' image.
- **Social Media:** Ms. Banx' Images used on Blush Gentlemen's Club's Social Media Pages
- **Branding;** Blush Gentlemen's Club referred to Ms. Banx image and placed her at the club, implying she endorsed, worked or would be available for patrons at the club.

Advertising including Ms. Banx's time on set :	\$5,000
Distribution of Ms. Banx's Image on Social Media :	\$5,000
Branding; Personal reference to Ms. Banx	\$5,000

Brooke Banx's actual damages for use of her image by Blush Gentlemen's Club are \$15,000

CORA SKINNER**Background/Bio**

Cora Skinner is, and at all times relevant to this action is a very experienced American model, actor and spokeswoman. Ms. Skinner competed in an international swimsuit competition and won a Top Ten title. Ms. Skinner then signed with an agency and began pursuing modeling full-time. Ms. Skinner has appeared in pictorials and features in Maxim USA, Maxim in Spain, FHM (USA), Maxim Belgium,¹ Muscle & Fitness, and Playboy's lingerie catalog. Ms. Skinner has been featured on her own set of Bench Warmer model trading cards and was a contract model of Hot Bike and Import Tuner. Ms. Skinner has featured in campaigns for Sketchers, Aether Apparel, Monari Clothing, GUESS, Sears, Palm's Casino, Nordstrom's and many others. Ms. Skinner is represented in LA by LA Models.

Ms. Skinner has also taken the jump into TV. She presented trophies at the Emmys, dressed up like a superhero for Spike TV's Scream Awards and has done several live skits on Jay Leno's Tonight Show. She has also been featured on such shows as Las Vegas, Shark, Deal or No Deal, Chuck, Rules of Engagement, CSI Miami and The Office. Cora also starred in videos by Def Leopard's single "Nine Lives," and in Lionel Richie's "Just Go." Ms. Skinner's annual taxable income speaks loudly to the quality and volume of work she is engaged in.

DIRECTIONS
MODEL & ARTIST MANAGEMENT



DIVISIONS INFLUENCERS FOLLOW US JOIN US FAVORITES

CORA SKINNER

Height: 5'8"
Dress: 9-12 US
Bust: 32C
Waist: 24"
Inseam: 34"
Hips: 35"
Shoe: 8 US
Hair: Brown
Eye: Hazel

Portfolio
Digitals
Print



Consider;

All relevant points as listed above.

- Cora Skinner is a full time working model represented by top agencies.
- **Commercialization** of her image. Ms. Skinner has yearly model income of between [REDACTED] and [REDACTED].
- Ms. Skinner has single Day rate of [REDACTED] for Sky Vodka campaign
- Ms. Skinner has her own skin care range https://skinner.mynuskin.com/content/nuskin/en_US/mysite/mysite-home.html?storeId=US01119862#home
- Ms. Skinner's career is solid with consistent clients. Ms. Skinner has **never** been photographed topless or nude.

https://en.wikipedia.org/wiki/Cora_Skinner
<https://www.instagram.com/coraskinner/?hl=en>
<https://www.imdb.com/name/nm2263665/>
<https://twitter.com/coraskinner?lang=en>
<http://www.brandtalent.net/6173/CoraSkinner>
<https://www.carolinegleason.com/all/influencers/1167782/cora-skinner>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

Attached;

- LA Models 1099 2014 for \$224,710.
- LA Models 1099 2015 for \$181,028.
- Next Skyy Vodka TVC



☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. L.A. MODELS INC 7700 SUNSET BLVD LOS ANGELES CA 90046 (323) 436-7700		1 Rents \$	OMB No. 1545-0115 2014 Form 1099-MISC	Miscellaneous Income CS21 02098
PAYER'S federal identification number 95-3985654		2 Royalties \$	3 Other income \$	
RECIPIENT'S identification number [REDACTED]		4 Fishing boat proceeds \$	5 Federal income tax withheld \$	Copy B For Recipient
RECIPIENT'S name, street address, city or town, state or province, country, and ZIP or foreign postal code CORA LEIGH SKINNER 1436 20TH STREET UNIT 16 SANTA MONICA CA 90404		6 Medical and health care payments \$	7 Nonemployee compensation 224,710.86	
Account number (see instructions)		8 Substitution payments in lieu of dividends or interest \$	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
15a Section 409A deferrals \$		10 Crop insurance proceeds \$	11 [REDACTED]	
15b Section 409A income \$		12 [REDACTED]	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$
		16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$

Form 1099-MISC (keep for your records) www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. L.A. MODELS INC 7700 SUNSET BLVD LOS ANGELES CA 90046 (323) 436-7700		1 Rents \$	OMB No. 1545-0115 2015 Form 1099-MISC	Miscellaneous Income CS21 02098
PAYER'S federal identification number 95-3985654		2 Royalties \$	3 Other income \$	
RECIPIENT'S identification number [REDACTED]		4 Fishing boat proceeds \$	5 Federal income tax withheld \$	Copy B For Recipient
RECIPIENT'S name, street address, city or town, state or province, country, and ZIP or foreign postal code COFFEE & HAIRSPRAY, INC. 1436 20TH STREET UNIT 16 SANTA MONICA CA 90404		6 Medical and health care payments \$	7 Nonemployee compensation 181,028.72	
Account number (see instructions)		8 Substitution payments in lieu of dividends or interest \$	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
15a Section 409A deferrals \$		10 Crop insurance proceeds \$	11 [REDACTED]	
15b Section 409A income \$		12 [REDACTED]	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$
		16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$

Form 1099-MISC LMB (keep for your records) 5111 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

**CORA
SKINNER
ETC.**

Enclosed are your 1099Misc form and a print out of your account for the year 2015

Taxable jobs paid to you in 2015 are not included on your 1099,
However, they are included on the print outs.
You should receive a W-2 from the client's withholding agent.

Consider;

All relevant
points as listed
above.

l.a. models

7700 Sunset Boulevard
Los Angeles, CA 90046
Tel.(323)436-7700 Fax (323)436-2725

INVOICE

OLABUENAGA CHEM SA DE CV *DNA*
JAVIER BARROS SIERRA 540
TORRE 1 PISO 6
COL. SANTA FE ALVARO OBREGON
DF CP 91210 MEXICO

Invoice Number: 255359
Invoice Date: 07/09/2014
Terms: UPON RECEIPT
Account No.: OLABU1

Model: CS21 CORA SKINNER

PLEASE NOTE THE INVOICE NUMBER WITH YOUR REMITTANCE. THIS INVOICE IS IN ACCORDANCE WITH A VOUCHER IN OUR POSSESSION BEARING THE SIGNATURE OF YOU OR YOUR APPOINTED REPRESENTATIVE. IF THERE IS ANY DISCREPANCY, PLEASE NOTIFY US AT ONCE.
A FINANCE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ALL INVOICES THAT ARE IN EXCESS OF THIRTY (30) DAYS OLD.

Date of Service	Description of Service	Rate	Hours/Days	Amount	Service Charge	Total
07/10/14	PR#28630 TICKETS BARR RPT 003001218020	6,100.00	1830 5730	4,500.00	500.00	5,000.00
	PART 1 OF 2 INVOICES					
USD						5,400.00
						AMOUNT DUE

Thank you for using L.A. MODELS
Please make checks payable to L.A. Models, Inc.
WE NOW ACCEPT VISA/MASTERCARD

l.a. models

7700 Sunset Boulevard
Los Angeles, CA 90046
Tel.(323)436-7700 Fax (323)436-2725

Invoice for Model Services

OLABUENAGA CHEM SA DE CV *DNA*
JAVIER BARROS SIERRA 540
TORRE 1 PISO 6
COL. SANTA FE ALVARO OBREGON
DF CP 91210 MEXICO

Invoice Number: 260528
Invoice Date: 11/25/2014
Terms: UPON JOB COMPLETION
Account No.: OLABU1

Model: CS21 CORA SKINNER

PLEASE NOTE THE INVOICE NUMBER WITH YOUR REMITTANCE. THIS INVOICE IS IN ACCORDANCE WITH A VOUCHER IN OUR POSSESSION BEARING THE SIGNATURE OF YOU OR YOUR APPOINTED REPRESENTATIVE. IF THERE IS ANY DISCREPANCY, PLEASE NOTIFY US AT ONCE.

Date of Service	Description of Service	Rate	Hours/Days	Amount	Agency Service Charge	Total
11/15/14	PR#05509 TICKETS	5,000.00	1	5,000.00	1,000.00	6,000.00
11/18/14	TRAVEL DAYS DAILY 5 SHOW RPT#00301121715861	1,200.00	2	2,400.00	500.00	3,000.00
	PART 1 OF 2 INVOICES					
USD						9,000.00
						AMOUNT DUE

Thank you for using our models.
Please make checks payable to L.A. Models, Inc.
WE NOW ACCEPT VISA/MASTERCARD

<input type="checkbox"/> VOID <input type="checkbox"/> CORRECTED		OMB No. 1545-0115 2013 Form 1099-MISC		Miscellaneous Income	
PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no. NEXT MANAGEMENT LLC 15 WATTS STREET NEW YORK, N.Y. 10013		1 Rents	\$	2 Royalties	\$
PAYER'S federal identification number 13-3495607		3 Other income	\$	4 Federal income tax withheld	\$
RECIPIENT'S identification number [REDACTED]		5 Fishing boat proceeds	\$	6 Medical and health care payments	\$
RECIPIENT'S name, street address (including apt. no.) city or town, province or state, country, and ZIP or foreign postal code CORA SKINNER 9015 BURTON WAY APT#407 LOS ANGELES CA 90048		7 Nonemployee compensation	25906.25	8 Substitute payments in lieu of dividends or interest	\$
Account number (see instructions)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	\$	10 Crop insurance proceeds	\$
2nd TIN not <input type="checkbox"/>		11 Foreign tax paid	\$	12 Foreign country or U.S. possession	\$
15a Section 409A deferrals		13 Excess golden parachute payments	\$	14 Gross proceeds paid to an attorney	\$
15b Section 409A income		16 State tax withheld	\$	17 State/Payer's state no.	\$
\$		18 State income	\$	\$	

Form 1099-MISC www.irs.gov/form1099misc Department of the Treasury • Internal Revenue Service

FORM # 1099-MISC

For Privacy Act and Paperwork Reduction Act Notice, see the 2013 General Instructions for Certain Information Returns.

Copy C For Payer or State Copy or Copy 2

16:34:57 17 Oct 2016 *** LAM WOMEN GROSS-EARNINGS REPORT FROM 01/01/15 TO 12/31/15 *** PAGE : 1
REQUESTED BY :MARGLENN

CODE	NAME	CLIENT	NAME	ACCT-INFO	INVOICE	DIV	JOB-DATE	MO-RATE	HOURS/DAY			FAY-DAT1
									FROM	TO	PAY-AMOUNT	
c021	CORA SKENNER	JUST14	JUSTIN GRANT PHOTO CITY CREEK		25663		11/08/14/14	2000.00		1	2,000.00	01-09-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2-C	257196			11/08/29/14	2250.00		1	2,250.00	02-06-15 D
e021	CORA SKENNER	SKECH1	SKECHER *UNA* *INV SKECHER		258079		11/10/15/14	3500.00		1	3,500.00	03-13-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2-L1	259089			11/10/23/14	2000.00		1	2,000.00	01-09-15 D
e021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO LIFESTYLE	259390			11/10/24/14	1000.00	0430	0600	1,000.00	01-09-15 H
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2-E	255896			11/10/24/14	1250.00		1	1,250.00	01-09-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2-E	255930			11/10/20/14	3750.00		3	3,750.00	01-09-15 D
c021	CORA SKENNER	OLABU1	OLABUNAGA CHEM SA RE16555N	260528			11/11/13/14	5000.00		1	5,000.00	02-06-15 D
c021	CORA SKENNER	OLABU1	OLABUNAGA CHEM SA TRAVEL DA	260528			11/11/12/14	2500.00		2	2,500.00	02-06-15 D
e021	CORA SKENNER	OLABU1	OLABUNAGA CHEM SA TRICATE VI	260576			11/11/21/14	0000.00	0730	0000	10,000.00	01-30-15 H
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ECOMMERCE	260576			11/11/05/14	1000.00		1	1,000.00	03-20-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO LIFESTYLE	260718			11/11/06/14	2000.00		1	2,000.00	03-20-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ECOMMERCE	260720			11/11/07/14	1250.00		1	1,250.00	03-20-15 D
e021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO LIFESTYLE	261026			11/11/21/14	2000.00		1	2,000.00	01-09-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ECOMM KK	261027			11/11/19/14	2100.00		2	2,400.00	01-23-15 D
e021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2-E	262016			11/12/10/14	3600.00		3	3,600.00	02-26-15 D
e021	CORA SKENNER	HUMPE1	NORBERTOMACK.COM/H/NO A DE	262018			11/12/15/14	750.00	1200	0500	750.00	02-06-15 H
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO LIFESTYLE	262063			11/12/09/14	2000.00		1	2,000.00	02-27-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-ECOMM POF450 ZAPPO2 BC	262127			11/12/17/14	1750.00		1	1,750.00	05-01-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO LIFESTYLE	262178			11/12/17/14	250.00		1	250.00	02-20-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO LIFESTYLE	262687			11/01/09/15	2000.00		1	2,000.00	04-10-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 L1	263032			11/01/20/15	2000.00		1	2,000.00	03-13-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	263034			11/01/22/15	2500.00		2	2,500.00	03-13-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ECOMM/OML	263040			11/01/26/15	1600.00		1	1,600.00	03-13-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 MK 1/20-3	263048			11/01/29/15	2500.00		2	2,500.00	03-13-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 L1	263105			11/02/04/15	2000.00		1	2,000.00	04-10-15 D
e021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 L1	263196			11/02/27/15	2000.00		1	2,000.00	04-10-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	264002			11/02/23/15	6250.00		5	6,250.00	04-10-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 L1	264010			11/02/13/15	2000.00		1	2,000.00	04-10-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 L1	264448			11/03/06/15	2000.00		1	2,000.00	05-01-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	264657			11/03/03/15	3750.00		3	3,750.00	05-29-15 D
e021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 L1	265147			11/03/13/15	2000.00		1	2,000.00	05-29-15 D
c021	CORA SKENNER	GETHN1	GET HIGH ON HHEELS, HONOLULU	265149			11/03/29/15	4000.00		2	4,000.00	05-01-15 D
c021	CORA SKENNER	GETHN1	GET HIGH ON HHEELS, MK 3/29-3	265149			11/03/29/15	375.00	0500	0600	375.00	05-01-15 H
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	265157			11/03/13/15	2500.00		2	2,500.00	05-29-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 MK 3/11-1	265157			11/03/14/15	1250.00		1	1,250.00	05-29-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450	265157			11/03/16/15	3750.00		3	3,750.00	05-29-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	266693			11/04/23/15	2500.00		2	2,500.00	05-29-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	266707			11/04/09/15	1250.00		1	1,250.00	05-29-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 MK 4/9-10	266707			11/04/10/15	1000.00		1	1,000.00	05-29-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 OM	266808			11/04/08/15	2000.00		1	2,000.00	05-29-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	267116			11/05/12/15	3750.00		3	3,750.00	07-17-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	267118			11/05/18/15	2500.00		2	2,500.00	07-17-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	267134			11/05/04/15	2500.00		2	2,500.00	07-17-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 MK 5/4-6	267134			11/05/05/15	1600.00		1	1,600.00	07-17-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	267136			11/05/11/15	1600.00		1	1,600.00	07-17-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 L1	267147			11/05/15/15	2000.00		1	2,000.00	07-17-15 D
e021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 L1	267148			11/05/19/15	4000.00		2	4,000.00	07-17-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	267156			11/05/26/15	3750.00		3	3,750.00	07-17-15 D
c021	CORA SKENNER	ZAPPO2	ZAPPO2-LESTL-INA*CO ZAPPO2 L1	267160			11/05/29/15	2000.00		1	2,000.00	07-17-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	268478			11/06/15/15	3750.00		3	3,750.00	08-07-15 D
c021	CORA SKENNER	ZAPPO1	ZAPPO2-ECOMM POF450 ZAPPO2 BC	269331			11/07/06/15	3750.00		3	3,750.00	09-11-15 D

1643457 13 Oct 2016 *** LAM WOMEN CROSS-EARNERS REPORT FROM 01/01/15 TO 12/31/15 *** PAGE 1 2
REQUESTED BY :MARLENE

CODE	NAME	CLIENT	NAME	ACT-INFO	INVOICE	DIV	JOB-DRTS	HOU-RATE	HOURS/DAY		PAY-AMOUNT	PAY-DATE	
									FROM	TO			
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	ZAFFPOS EC	269368	110	07/01/15	2500.00		2	2,500.00	09-11-15
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	ZAFFPOS EC	269499	110	07/16/15	1250.00		1	1,250.00	09-18-15
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	NK 7/16-1	269499	110	07/17/15	1600.00		1	1,600.00	09-18-15
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	EC	269501	110	07/23/15	2500.00		2	2,500.00	09-18-15
C#21	CORA SKINNER	LEGATY	LEG AVENUE "UNA"	CATALOG/M	269702	110	04/30/15	2500.00			1	2,500.00	08-21-15
C#21	CORA SKINNER	WINDGE	WINDGEZ TPOISE "DMA"	WINDBOOR F	270643	110	06/05/15	1250.00			1	1,250.00	10-16-15
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	ZAFFPOS.CO	270804	110	06/10/15	2500.00		2	2,500.00	10-23-15
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	NK 0/10-1	270804	110	06/12/15	1000.00	0730	1130	1,000.00	10-23-15
C#21	CORA SKINNER	GRIED	GRIED DONUM, INC	"EN YRKE RRLJ	271358	110	05/03/15	641.67			1	641.67	10-30-15
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	ZAFFPOS.CO	271779	110	05/10/15	2000.00		1	2,000.00	11-20-15
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	ZAFFPOS.CO	271803	110	05/03/15	2000.00		2	2,500.00	11-20-15
C#21	CORA SKINNER	ZAFFPO2	ZAFFPOS-LESTI-ECONOM	PO#190	ZAFFPOS-E	271813	110	05/08/15	2000.00		1	2,000.00	11-20-15
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	ZAFFPOS.CO	271817	110	06/09/15	3750.00		3	4,750.00	11-20-15
C#21	CORA SKINNER	ZAFFPO2	ZAFFPOS-LESTI-ECONOM	PO#190	ZAFFPOS.CO	273063	110	10/20/15	2000.00		1	2,000.00	12-11-15
C#21	CORA SKINNER	ZAFFPO	ZAFFPOS-ECONOM	PO#190	ZAFFPOS.CO	273064	110	10/26/15	2500.00		2	2,500.00	12-11-15
=====													
C#21	CORA SKINNER			1ST QTR	2ND QTR	3RD QTR	4TH QTR						
	GROSS	1	57,000.00	43,975.00	41,550.00	20,141.67	162,366.67			0.00		162,366.67	
	COMMISSIONS	1	11,540.00	8,555.00	8,310.00	4,023.33	32,473.33			0.00		32,473.33	
	EXPENSES	1	46,160.00	34,360.00	34,240.00	16,118.34	129,893.34			0.00		129,893.34	

16334195-17 JAN 2016 *** LAM WOMEN DOWD-EARNINGS REPORT FROM 01/01/14 TO 12/31/14 *** PAGE 3 1

CDR	NAME	CLIENT	NAME	ACTG-INFO	INVOICE	DTY	JOB-DATE	MRG-RATE	DAYS/DAYS		PAY-MONTH	PAY-DATE
									FROM	TO		
0001	ORA	STANDARD	SHRPT1	SHRPTC *ORA*	SHRPTC 2K	245890	110 10/17/13	2500.00	1	1,500.00	01-10-14	0
0002	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SAPF0C - L	247374	110 11/05/13	3000.00	1	2,500.00	01-10-14	0
0003	ORA	STANDARD	SHRPT1	SHRPTC-INV01000 *INV 00015100		247346	110 12/20/13	2625.00	1	2,625.00	01-10-14	0
0004	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SAPF0C-INV01000	247433	110 11/11/13	4800.00	1	4,800.00	01-10-14	0
0005	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SHRPTC-INV01000	247471	110 11/14/13	2500.00	2	2,500.00	01-10-14	0
0006	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	MC 11/11	247471	110 11/18/13	1750.00	1	1,750.00	01-10-14	0
0007	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SAPF0C-INV01000	247473	110 11/22/13	1250.00	1	1,250.00	01-10-14	0
0008	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SAPF0C-INV01000	247475	110 11/22/13	7750.00	1	7,750.00	01-10-14	0
0009	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SAPF0C - INV	248026	110 12/09/13	3150.00	1	3,150.00	01-10-14	0
0010	ORA	STANDARD	SHRPTC02	SHRPTC02C-INV01000	SHRPTC02C	248050	110 12/18/13	4800.00	1	4,800.00	01-10-14	0
0011	ORA	STANDARD	SHRPTC02	SHRPTC02C-INV01000	SHRPTC02C	248050C	110 12/18/13	4800.00	1	4,800.00	01-10-14	0
0012	ORA	STANDARD	SHRPTC02	SHRPTC02C-INV01000	SHRPTC02C-INV01000	248022	110 12/18/13	4000.00	1	4,000.00	01-10-14	0
0013	ORA	STANDARD	SHRPTC02	SHRPTC02C-INV01000	SHRPTC02C	248030	110 11/07/14	2000.00	1	2,000.00	01-10-14	0
0014	ORA	STANDARD	SHRPTC02	SHRPTC02C-INV01000	SHRPTC02C-INV01000	248220C	110 12/18/13	8000.00	1	8,000.00	01-10-14	0
0015	ORA	STANDARD	SHRPTC02	SHRPTC02C-INV01000	SHRPTC02C	248030C	110 11/07/14	2000.00	1	2,000.00	01-10-14	0
0016	ORA	STANDARD	SHRPTC02	SHRPTC02C-INV01000	SHRPTC02C	248032	110 12/18/13	2000.00	1	2,000.00	01-10-14	0
0017	ORA	STANDARD	SHRPTC02	SHRPTC02C-INV01000	SHRPTC02C	248034	110 12/18/13	4800.00	1	4,800.00	01-10-14	0
0018	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SAPF0C - E	248024	110 12/17/13	1600.00	1	1,600.00	01-10-14	0
0019	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SHRPTC	248023	110 12/11/13	1250.00	1	1,250.00	01-10-14	0
0020	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SAPF0C - E	248050	110 12/09/13	6250.00	5	6,250.00	01-10-14	0
0021	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	P0R010001	248034	110 12/23/13	1600.00	1	1,600.00	01-10-14	0
0022	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SHRPTC	248036	110 12/26/13	9200.00	2	9,200.00	01-10-14	0
0023	ORA	STANDARD	SHRPTC02	SHRPTC02C-INV01000	SHRPTC02C	249051	110 01/07/14	375.00	0500 0600	375.00	01-01-14	0
0024	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SAPF0C-OC	248015	110 01/08/14	1350.00	1	1,350.00	01-01-14	0
0025	ORA	STANDARD	SHRPTC1	SHRPTC *ORA*	SHRPTC 2K	249070	110 01/16/14	2500.00	1	2,500.00	01-01-14	0
0026	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	SHRPTC02C	249072	110 01/16/14	1750.00	1	1,750.00	01-01-14	0
0027	ORA	STANDARD	SAPF01	SAPF0C-ECONM P0R010	MC 1/23-2	249022	110 01/24/14	1500.00	1	1,500.00	01-01-14	0

16:34:35 17 Oct 2016 *** LAM WOMEN GROSS-EARNINGS REPORT FROM 01/01/14 TO 12/31/14 *** PAGE : 2

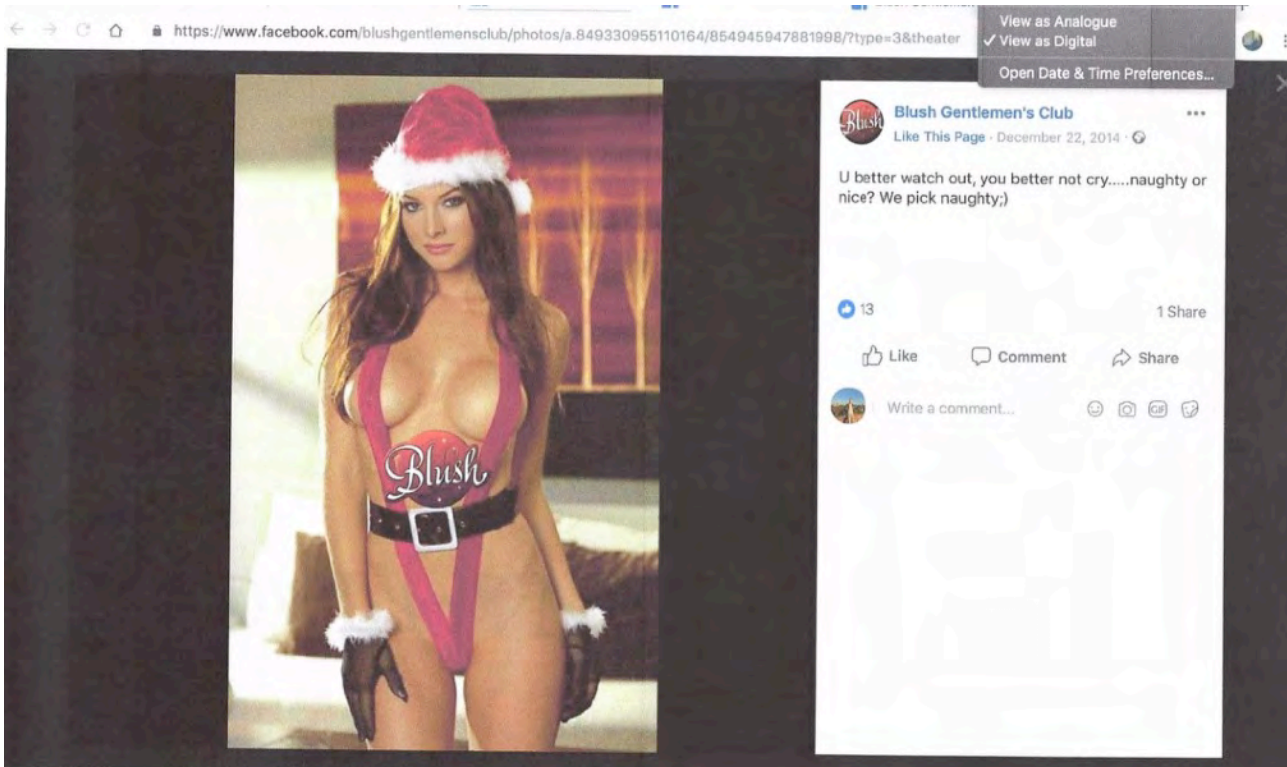
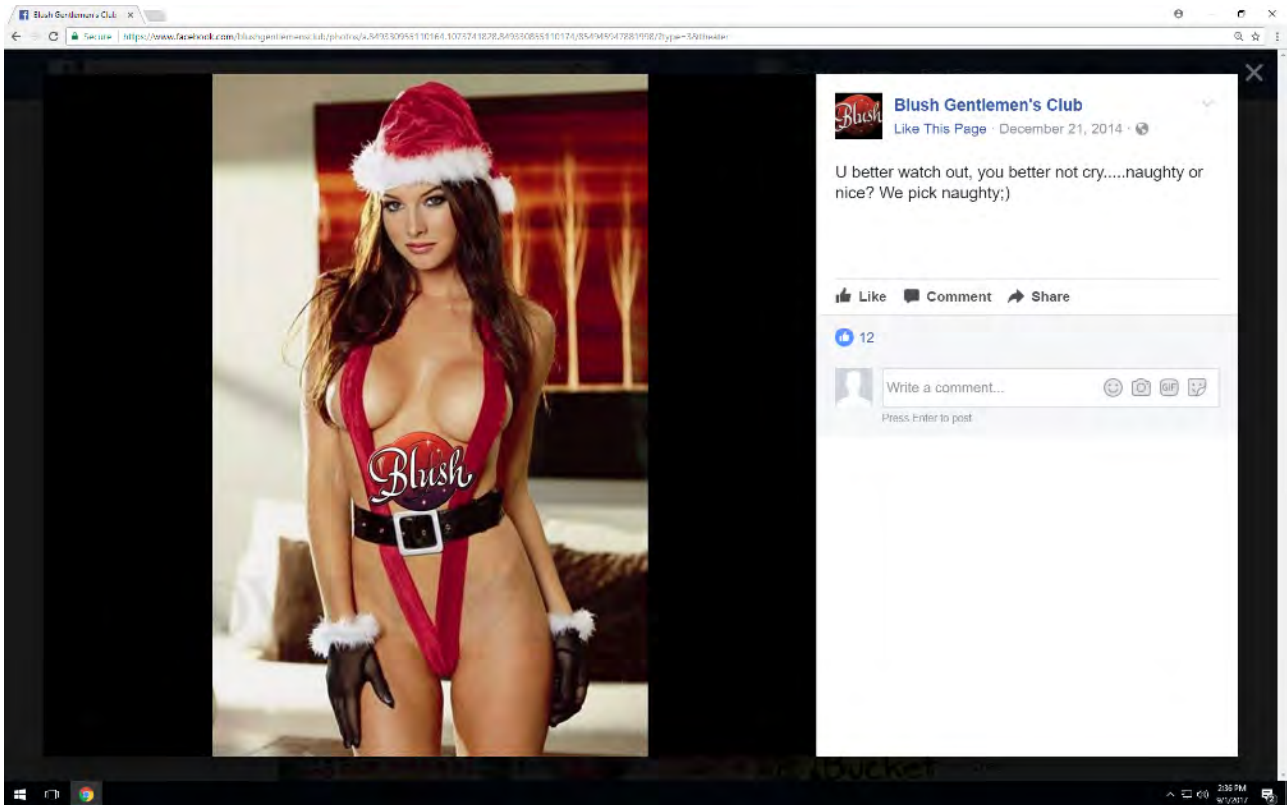
CODE	NAME	CLIENT	NAME	ACCT-INFO	INVOICE	DIV	JOB-DATE	MOD-RATE	HOURS/DAY		PAY-DAY		
									FROM	TO			
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	232266	110	03/17/14	234.27	0500	0600	234.27	05-16-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	232266	110	03/18/14	234.27	0500	0600	234.27	05-16-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	ZAPFO - E	232267	110	03/12/14	5000.00		5,000.00	05-16-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	MR 3/12-1	232267	110	03/12/14	234.27	0500	0600	234.27	05-16-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	1HR EPT	232267	110	03/13/14	234.27	0500	0600	234.27	05-16-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450		232267	110	03/15/14	234.27	0500	0600	234.27	05-16-14
ea21	CORA SKINNER	LEGAVI	LEG AVIBRE "DMA"	CTLS/MBE/	232616	110	04/09/14	2000.00		1	2,000.00	06-13-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	ZAPFO - E	232636	110	04/01/14	5000.00		4	5,000.00	05-30-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450		232636	110	04/02/14	1600.00		1	1,600.00	05-30-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	232859	110	04/21/14	1600.00		1	1,600.00	06-13-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	MR 4/21-2	232859	110	04/22/14	1250.00		1	1,250.00	06-13-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	ZAPFO EC	232861	110	04/15/14	1600.00		1	1,600.00	06-13-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	MR 4/15-1	232861	110	04/16/14	2500.00		2	2,500.00	06-13-14
ea21	CORA SKINNER	DEBCHI	DEBCHIBRE "DMA"	"INV DEBCHIBRE	233493	110	05/10/14	1750.00		1	1,750.00	06-20-14	
ea21	CORA SKINNER	HUMTER	MOBSTERHOUSE.COM/IL	LA MYSTER	233829	110	05/27/14	1500.00		1	1,500.00	06-27-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	5/12/14 E	233869	110	05/12/14	2500.00		2	2,500.00	07-13-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	5/21/14 E	233869	110	05/13/14	1600.00		1	1,600.00	07-13-14
ea21	CORA SKINNER	FREDRIG	FREDRIGSKE-IMPOSSES	FOR PALL	233876	110	05/30/14	4000.00		1	4,000.00	07-25-14	
ea21	CORA SKINNER	LEGAVI	LEG AVIBRE "DMA"	PALL/MBE/	234280	110	05/09/14	2500.00		1	2,500.00	07-11-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	ZAPFO - E	234311	110	05/23/14	1250.00		1	1,250.00	07-11-14
C521	CORA SKINNER	SIEBRL	SIEBRL PRESCOTT INC	PAID TEST	234491	110	06/03/14	500.00		1	500.00	06-27-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	235086	110	06/16/14	2500.00		2	2,500.00	08-08-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	235104	110	06/05/14	2500.00		2	2,500.00	08-08-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	MR 6/5-6	235104	110	06/06/14	234.15	0400	0530	351.22	08-08-14
ea21	CORA SKINNER	ZAPFO	ZAPFO-LITFLT-DNA*	PO ZAPFO - C	235250	110	06/20/14	2000.00		1	2,000.00	06-22-14	
ea21	CORA SKINNER	GLAUBI	GLAUBINGHA CHEN SA	REU/MBE/	235539	110	07/10/14	4500.00	0330	0730	4,500.00	07-18-14	
ea21	CORA SKINNER	GLAUBI	GLAUBINGHA CHEN SA	TECHIE BK	235630	110	07/10/14	4500.00	0730	0735	4,500.00	07-12-14	
ea21	CORA SKINNER	ATHELH	ATHELH APPEL "DMA	RECONM-DKI	236010	110	07/16/14	333.34		1	333.34	10-17-14	
ea21	CORA SKINNER	ZAPFO	ZAPFO-LITFLT-DNA*	PO LIFE/STYLE	236015	110	07/09/14	2000.00		1	2,000.00	09-19-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	236048	110	07/18/14	2000.00		1	2,000.00	09-05-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	236064	110	07/11/14	1250.00		1	1,250.00	09-05-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	236048	110	07/07/14	1600.00		1	1,600.00	09-05-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	MR 7/7-8	236046	110	07/08/14	1250.00		1	1,250.00	09-05-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	236231	110	07/21/14	1250.00		1	1,250.00	09-19-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	MR 7/21-2	236231	110	07/22/14	3200.00		2	3,200.00	09-19-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	ZAPFO - E	236235	110	07/21/14	1250.00		1	1,250.00	09-19-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	ZAPFO - E	236237	110	07/28/14	1600.00		1	1,600.00	09-19-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	LINGERIE	236237	110	07/29/14	1250.00		1	1,250.00	09-19-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	236657	110	08/08/14	1600.00		1	1,600.00	10-03-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	237005	110	08/19/14	2500.00		2	2,500.00	10-17-14
ea21	CORA SKINNER	LEGAVI	LEG AVIBRE "DMA"	LINGERIE	237093	110	08/23/14	2500.00		1	2,500.00	10-24-14	
ea21	CORA SKINNER	VOUOL	VOUOLISE STUDIOS "	CTEORUM/	237099	110	08/27/14	1500.00		1	1,500.00	11-07-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	ZAPFO - E	237556	110	09/10/14	3750.00		3	3,750.00	11-07-14
ea21	CORA SKINNER	GETSHI	GET HIGH ON HEELS,	MANORI	237941	110	09/18/14	2000.00		1	2,000.00	10-17-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	ZAPFO - E	238002	110	09/22/14	2500.00		2	2,500.00	11-14-14
C521	CORA SKINNER	ZAPFO	ZAPFO-LITFLT-DNA*	PO ZAPFO -	238360	110	09/26/14	2000.00		1	2,000.00	11-21-14	
C521	CORA SKINNER	ABSTR	ABSTRACT LION PROO	FLEXI BIO	238873	110	10/15/14	4000.00		2	4,000.00	11-21-14	
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	ZAPFO - E	238881	110	10/13/14	2500.00		2	2,500.00	12-09-14
C521	CORA SKINNER	ZAPFO	ZAPFO-ECONM	PO#450	RECONM-DKI	238885	110	10/06/14	3200.00		2	3,200.00	12-09-14
ea21	CORA SKINNER	GETSHI	GET HIGH ON HEELS,	MANORI	261064	110	11/26/14	2000.00		1	2,000.00	12-12-14	

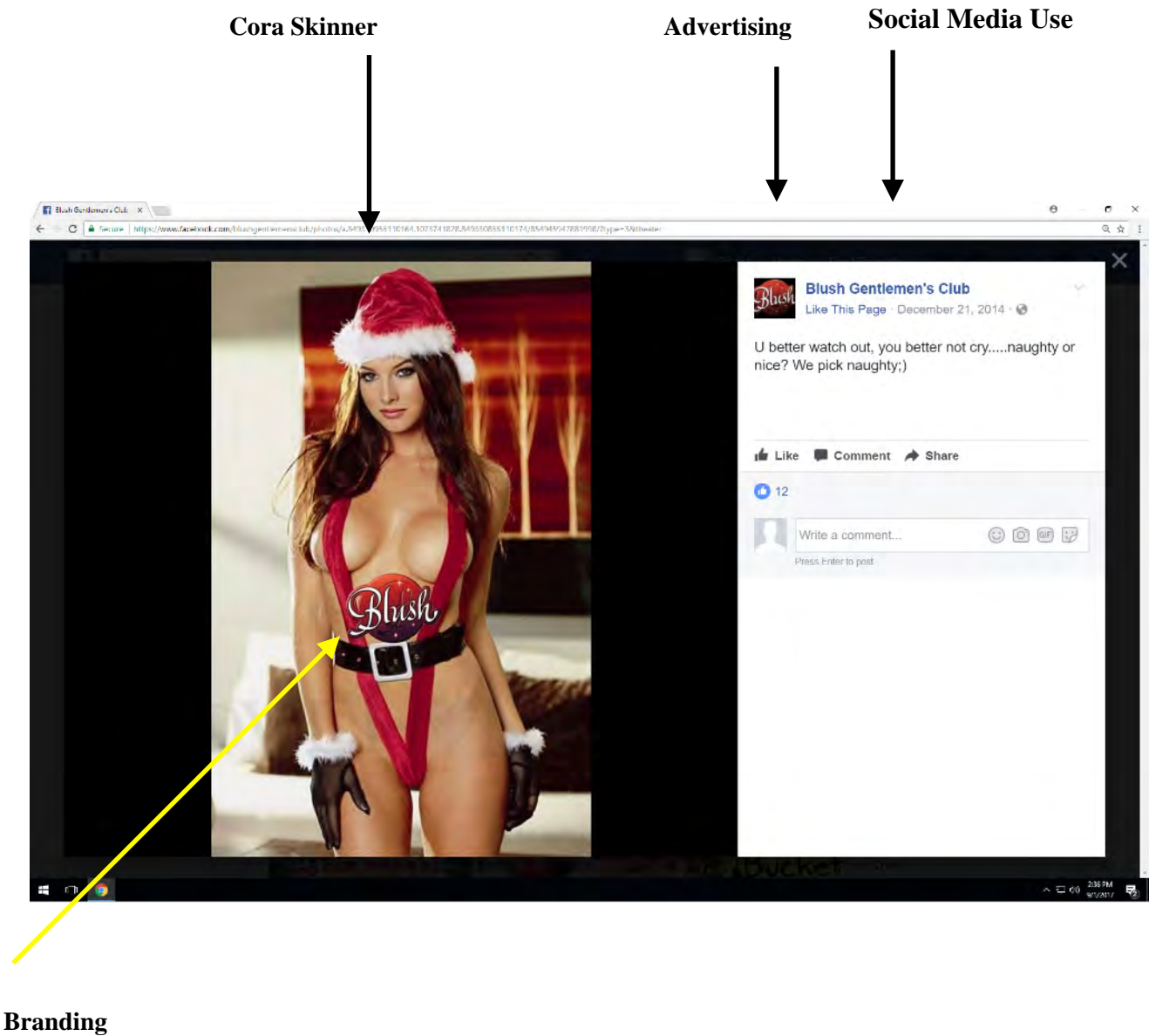
16:34:35 17 Oct 2016 *** LAM WOMEN GROSS-EARNINGS REPORT FROM 01/01/14 TO 12/31/14 *** PAGE : 3

		HOURS/DAY									
CODE	NAME	CLIENT	NAME	ACCT-INFO	INVOICE	DIV	JOB-DATE	MOG-RATE	FROM - TO	PAY-AMOUNT	PAY-DATE P
C821	CURA SKINNER		1ST QTR	2ND QTR	3RD QTR		4TH QTR	MODEL TOTAL	CLIENT TAXABLE	LAW TOTAL	
	GROSS :	53,925.00	62,621.35	48,051.22	33,383.34		198,780.91	0.00	198,780.91		
	COMMISSION :	10,705.00	12,574.26	9,730.24	6,676.66		37,556.16	0.00	37,556.16		
	EARNING :	43,140.00	50,047.09	38,320.98	26,706.68		159,024.75	0.00	159,024.75		

Cora Skinner

Use by Defendants






Original Images of Ms. Skinner.
The product is a DreamGirl Lingerie outfit.

Home > Hosiery

4759 Dreamgirl Costume, Naughty Velvet Suspender Teddie With Vin



Sale Price: \$13.79
Compared at: \$22.98
You Save: \$9.19

Product ID : Dg-4759
Manufacturer: Dreamgirl
Weight: 0.65 lbs

0 review(s)

Like 0

Tweet

Bookmark this on Delicious

Save

E-mail to a friend | Add To Wish List

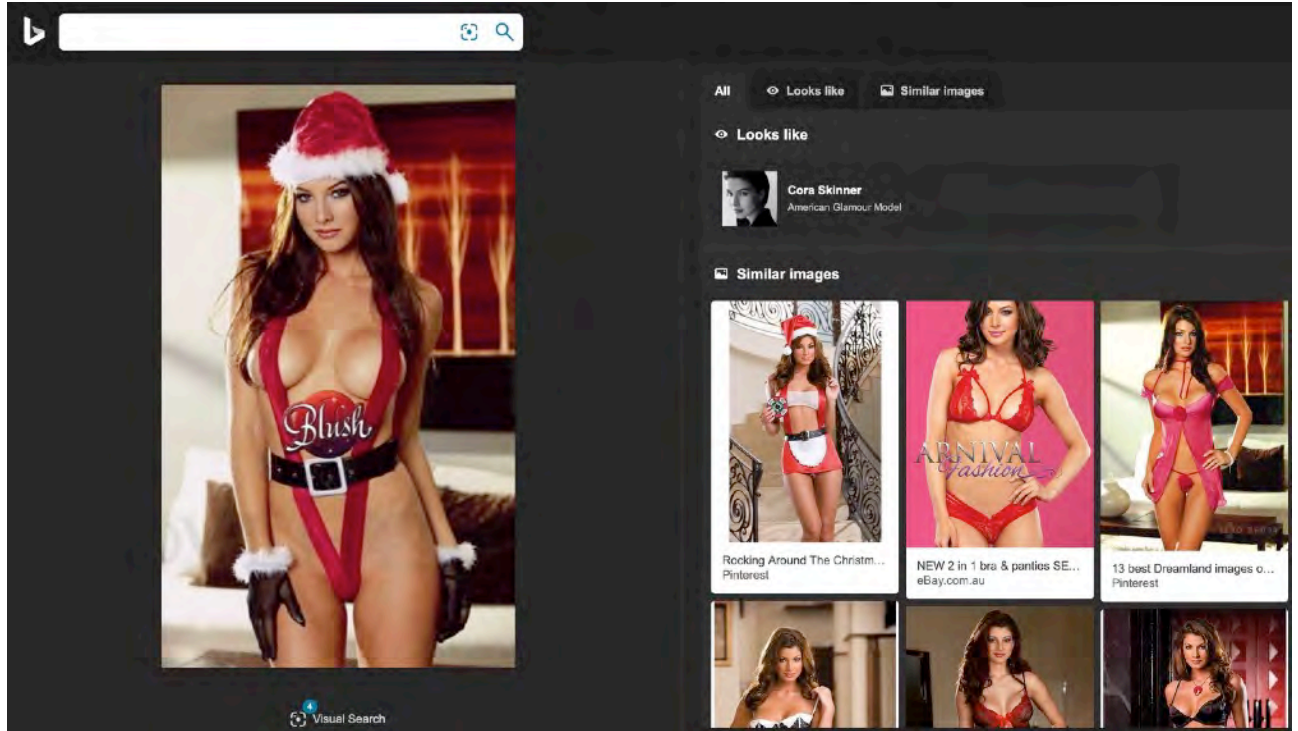
Final Sales
• Sale Products: No Returns and No Exchanges. All Sales Are Final.

Color
• As Shown

Size
• One Size Fits Most . WT: 90 - 160 LBS

Quantity

*A [bing.com](https://www.bing.com) image search clearly identifies the Model by name



Calculation of Fair Market Value for Images

Cora Skinner has an incredible working career with consistent earnings year after year. Ms. Skinner has been paid day rates from \$1000 to \$5,000 for multiple days and higher rates of \$15,000 and \$26,000 for single day assignments. All these multitude of assignments that Ms. Skinner has consented to are promoting products.

Defendants' posted one image of Ms. Skinner on Social Media promoting the clubs and Ms. Skinner as 'the product'.

For any work that Ms. Skinner has been paid to shoot or post she has consented to and endorsed the products being advertised. Each assignment has varied depending upon the product being promoted, the time taken to shoot, the distribution of her image, the way in which her images were distributed, the time period of exposure of her images, what else was required by client of Ms. Skinner' time, the number of social media postings and if exclusivity was required.

Ms. Skinner' history of work and compensation has been contracted and negotiated following the same procedure and methodology as I have recreated in this report to establish a fair market value for the use of Ms. Skinner' image. The main difference and underlying factor determining day rate is the product being advertised.

Blush Gentlemen's Club used Ms. Skinner' image to promote Ms. Skinner as the "Product" available at their club. They promoted Ms. Skinner as a "Stripper" working at their club.

Ms. Skinner has stated that this is not an assignment she would accept or consent to.

All rates have been considered in my calculations but no 'straight line comparable is available in regards to a similar product. Ms. Skinner has never worked for a Gentlemen's Club and in fact has never shot nude or even topless. Defendants featured Ms. Skinner as "the product" in their advertising.

After consideration of all the factors listed in my report and based on my experience and expertise in this industry, when negotiating a rate of compensation for Cora Skinner for the identified images used by Defendant, I would quote a day rate of \$20,000

It is important to note that a quoted Day Rate is for the model's time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood, above and beyond that 'usage' rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product (Blush Gentlemen's Club's use of Ms. Skinner' image makes her the product). All usages are negotiated and attract negotiated payments.

Calculation of Fair Market Value for Images *cont.*

Blush Gentlemen's Club used one image of Ms. Skinner.

Image 1

Ms. Skinner' image was used by Centerfolds Houston to advertise their company and their services. Blush Gentlemen's Club distributed the images on Social Media. Blush Gentlemen's Club referred to Ms. Skinners image and placed her at the club, implying she endorsed, worked or would be available for patrons at the club. This is Branding.

Usages:

- **Advertising:** “ Blush Gentlemen's Club ” attached to Ms. Skinner' image.
- **Social Media:** Ms. Skinner's Images used on Blush Gentlemen's Club's Social Media Pages
- **Branding;** Blush Gentlemen's Club referred to Ms. Skinners image and placed her at the club, implying she endorsed, worked or would be available for patrons at the club. Blush Club literally “branded”Ms. Skinner with their logo.

Advertising including Ms. Skinner’s time on set :	\$20,000
Distribution of Ms. Skinner’s Image on Social Media :	\$20,000
Branding; Personal reference to Ms. Skinner	\$20,000

Cora Skinner’s actual damages for use of her image by Blush Gentlemen's Club are \$60,000

Background/Bio

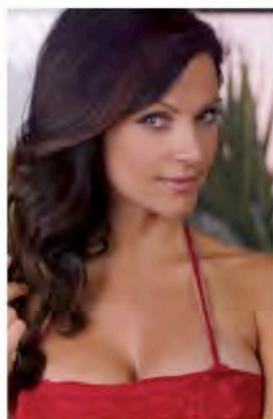
Denise Milani is an American pinup model and fitness trainer. She is one of the most famous pinup models the world have ever known. At the peak of her career, she was the most searched woman on the internet.

Known for her outrageously busty and curvy figure, Ms. Milani is certainly one of the most endowed models in the world. Ms. Milani has never done a nude photoshoot.

Once her sultry pictures stormed the internet in 2005, Ms. Milani became an overnight phenomenon. A few photos of her on a website drew so much traffic that the website crashed. Ms. Milani popularized the term “viral sensation”. This magic effect encouraged the Czech-born bombshell to launch her own website “denisemilani.com” in 2007.

Ms. Milani emigrated to the United States hoping to become a physiotherapist but fate had other plans for her. Her modeling career took off after she was discovered by *SPORTS by BROOKS* sports and glamour site at a bar in Hermosa Beach in 2004. Once her swimsuit photos graced that website in 2005, the Czech-born model became an internet sensation. Within a very short period, she garnered millions of adoring fans from all around the world.

Denise Milani went on to participate in a number of car shows, swimsuit competitions and won the Miss Bikini World contest in 2007. After that, her career kept soaring as she gathered more google hits than international models like Marisa Miller, Bar Rafael, and Elle Mcpherson. By the year 2013, Ms. Milani was named among the 10 most desirable women in the world alongside Kim Kardashian and Gisele Bundchen.



About Denise Milani

Denise is a internationally recognized model, influencer, and fitness expert who has been featured in countless publications and websites.

Aside from modeling around the world, Denise is an Entrepreneur, Certified Wellness Coach and NCSF Certified Personal Trainer. She has also competed and won in the NPC Bikini Fitness Competition.

A Few Great Products



A blend of superfruits containing antioxidants that work as a defense against free radical damage.*

[Learn More](#)



Zen Project 8 is a Full Body Transformation System with great protein shakes!

[Learn More](#)



The luminesce™ anti-aging skin care line restores youthful vitality and radiance to your skin.

[Learn More](#)

Consider;

All relevant points as listed above.

- Denise Milani is a part time working model and full time businesswoman.
- Ms. Milani has a social media tally of over **7 million followers**.
- Ms. Milani has monthly income utilizing her social media followers and commercialization of her image

<https://www.denisemilani.com>

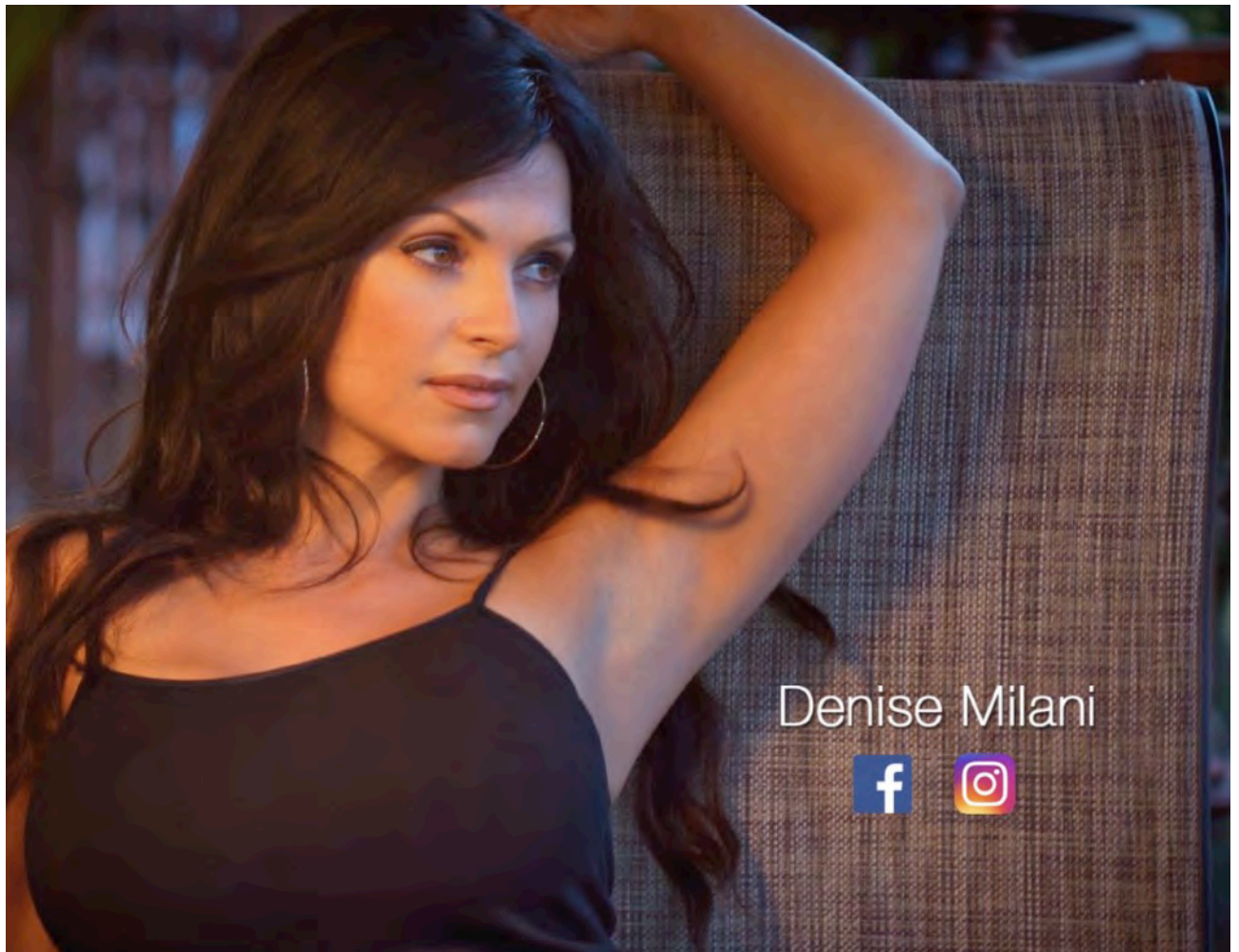
<https://www.instagram.com/denisemilaniofficial/?hl=en>

<https://www.facebook.com/denisemilaniofficial/>

<https://twitter.com/iamdenisemilani?lang=en>

<https://heightline.com/denise-milani-biography-sister-family/>

***All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.**



BOE-401-EZ (FRONT) REV. 30 (4-09)

/

SHORT FORM - SALES and USE TAX RETURN

DUE ON OR BEFORE JAN 31, 2008

[FOID]

YOUR ACCOUNT NO.
SU 101-474626

MDJ MEDIA PARTNERSHIP
804 CLOVERVIEW DR
GLENORA, CA 91741-1916

Mail To:
BOARD OF EQUALIZATION
PO BOX 942879
SACRAMENTO CA 94279-7072

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

BOE USE ONLY

RA TT LOC REG
PA TTE JNE S S
EFT

e-file
BOARD OF EQUALIZATION
E-file now, find out how... www.boe.ca.gov

If the above information is incorrect or your business has changed, please call us at:

Please read the instructions on the back of this form before completing this EZ return. Important information on who can use the EZ return form is located in the instructions on line 10. If you are unable to use this EZ return, the proper return form can be requested from our Taxpayer Information Section at 800-400-7115.

You can eFile. Payment by credit cards are accepted. Please see instructions for further details.

PLEASE ROUND CENTS TO THE NEAREST WHOLE DOLLAR

REC NO	1	Total (gross) sales	1	\$	358,607 .00
	2	Purchases subject to use tax	2		.00
	3	Total (add lines 1 and 2)	3		.00
	4	Sales to other retailers for resale	4	50	.00
	5	Nontaxable sales of food products	5	51	.00
	6	Nontaxable labor (repair and installation)	6	52	.00
	7	Sales to the United States Government	7	53	.00
	8	Sales in interstate or foreign commerce	8	54	.00
	9	Sales tax (if any) included in line 1	9	55	.00
	10	Other deductions (clearly explain) MEDIA PRODUCTION CONSULTING/SERVICES	10	90	358,607 .00
	11	Total of exempt transactions (add lines 4 through 10)	11		358,607 .00
PM	12	Taxable transactions (subtract line 11 from line 3)	12		0 .00
	13	Total sales and use tax (multiply line 12 by	13		0 .00
	14	Tax prepayments (1st prepayment \$ + 2nd prepayment \$ =	14		.00
	15	Remaining tax due (subtract line 14 from line 13)	15		0 .00
	16	Penalty (Multiply line 15 by 10% (.10) if payment is made, or your tax return is filed, after the due date shown above)	PENALTY 16		.00
	17	Interest. One month's interest is due on tax for each month or a fraction of a month that payment is delayed after the due date. The adjusted monthly interest rate is Interest Rate Calculator	INTEREST 17		.00
RE	18	Total amount due and payable (add lines 15, 16 and 17)	18	\$	0 .00

IF YOU ARE NOT AN EFT FILER AND PAID BY CREDIT CARD AS DESCRIBED ON THE BACK OF THIS FORM, CHECK HERE []

I hereby certify that this return, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

YOUR SIGNATURE AND TITLE: **Unicorn Tax Service**

PAID PREPARER'S NAME: **1801 Park Court PL, Ste. D-100**

PAID PREPARER'S ADDRESS: **Santa Ana, CA 92701**

PAID PREPARER'S TELEPHONE NUMBER: **714-973-9288**

DATE: **9/28/10**

Make a copy for your records.

BOE-401-EZ (FRONT) REV. 30 (4-09)

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

SHORT FORM - SALES and USE TAX RETURN

DUE ON OR BEFORE JAN 31, 2009

[FOID]

YOUR ACCOUNT NO.
SU 101-474626

BOE USE ONLY		
RA TT	LOC	REG
RA BTR	AMCS	REF
EFT		

Mail To:
BOARD OF EQUALIZATION
PO BOX 942879
SACRAMENTO CA 94279-7072

MDJ MEDIA PARTNERSHIP
804 CLOVERVIEW DR
GLEN DORA, CA 91741-1916

e-file
BOARD OF EQUALIZATION

E-file now, find out how... www.boe.ca.gov

If the above information is incorrect or your business has changed, please call us at:

Please read the instructions on the back of this form before completing this EZ return. Important information on who can use the EZ return form is located in the instructions on line 10. If you are unable to use this EZ return, the proper return form can be requested from our Taxpayer Information Section at 800-400-7115.

You can eFile. Payment by credit cards are accepted. Please see instructions for further details.

PLEASE ROUND CENTS TO THE NEAREST WHOLE DOLLAR

1	Total (gross) sales	1	\$	281,970.00
2	Purchases subject to use tax	2		.00
3	Total (add lines 1 and 2)	3		.00
4	Sales to other retailers for resale	4	50	.00
5	Nontaxable sales of food products	5	51	.00
6	Nontaxable labor (repair and installation)	6	52	.00
7	Sales to the United States Government	7	53	.00
8	Sales in interstate or foreign commerce	8	54	.00
9	Sales tax (if any) included in line 1	9	55	.00
10	Other deductions (clearly explain) MEDIA PRODUCTION CONSULTING/SERVICES	10	90	281,970.00
11	Total of exempt transactions (add lines 4 through 10)	11		281,970.00
12	Taxable transactions (subtract line 11 from line 3)	12		0.00
13	Total sales and use tax (multiply line 12 by	13		0.00
14	Tax prepayments	14		.00
15	Remaining tax due (subtract line 14 from line 13)	15		0.00
16	Penalty (Multiply line 15 by 10% (10) if payment is made, or your tax return is filed after the due date shown above)	16	PENALTY	.00
17	Interest. One month's interest is due on tax for each month or a fraction of a month that payment is delayed after the due date. The adjusted monthly interest rate is Interest Rate Calculator	17	INTEREST	.00
18	Total amount due and payable (add lines 15, 16 and 17)	18	\$	0.00

IF YOU ARE NOT AN EFT FILER AND PAID BY CREDIT CARD AS DESCRIBED ON THE BACK OF THIS FORM, CHECK HERE []

I hereby certify that this return, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

YOUR SIGNATURE AND TITLE		TELEPHONE NUMBER		DATE
Unicorn Tax Service		714-973-9288		9/28/10
801 Park Court Pl., Ste. D-100		PAID PREPARER'S TELEPHONE NUMBER		
Santa Ana, CA 92701		714-973-9288		
PAID PREPARER'S USE ONLY	PAID PREPARER'S NAME JOSEPH FLEISHON			

Make a copy for your records.

DENISE MILANI

WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

PAGE 1 of 4
Account Number: 321-4563631
Statement End Date: 01/31/08

MOJ MEDIA PARTNERSHIP
34 FANO ST APT D
ARCADIA CA 91006-3854

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS,
CALL: 800-225-5935 (1-800-CALL-WELLS).

YOUR ACCOUNTS AT A GLANCE

ACCOUNT TYPE	ENDING BALANCE
BASIC BUSINESS SERVICES PACKAGE	12,501.15
321-4563631	
BUSINESS SAVINGS	4,501.36
701-2414707	

NEWS FROM WELLS FARGO

BASIC BUSINESS SERVICES PACKAGE 321-4563631

DATE	DESCRIPTION	AMOUNT
DEC 31	BEGINNING BALANCE	12,501.15
	TOTAL DEPOSITS/CREDITS	5,076.62
	TOTAL WITHDRAWALS/DEBITS	- 20,434.04
JAN 31	ENDING BALANCE	12,501.15

DEPOSITS AND CREDITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
JAN 03	DEPOSIT MADE IN A BRANCH/STORE	4,912.19
JAN 22	DEPOSIT MADE IN A BRANCH/STORE	5,076.62
JAN 22	DEPOSIT MADE IN A BRANCH/STORE	4,898.73
JAN 28	DEPOSIT MADE IN A BRANCH/STORE	4,819.69

WITHDRAWALS AND DEBITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
JAN 04	CHECK CRD PURCHASE 01/03 MUTUAL-SALES FUND 868-468-9473 CA 430741XXXXX8901 00484000085057	- 792.00
JAN 04	CHECK CRD PURCHASE 01/03 THE PALMS SOUTH BEACH MIAMI BEACH FL 430741XXXXX8901 00484000037247	- 158.20
	7MCC-7011 121042882DA	

CONTINUED ON NEXT PAGE

WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

PAGE 1 of 3
Account Number: 321-4563631
Statement End Date: 03/29/08

MOJ MEDIA PARTNERSHIP
34 FANO ST APT D
ARCADIA CA 91006-3854

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS,
CALL: 800-225-5935 (1-800-CALL-WELLS).

YOUR ACCOUNTS AT A GLANCE

ACCOUNT TYPE	ENDING BALANCE
BASIC BUSINESS SERVICES PACKAGE	14,635.28
321-4563631	
BUSINESS SAVINGS	7,002.22
701-2414707	

NEWS FROM WELLS FARGO

BASIC BUSINESS SERVICES PACKAGE 321-4563631

DATE	DESCRIPTION	AMOUNT
JAN 31	BEGINNING BALANCE	12,501.15
FEB 15	DEPOSIT MADE IN A BRANCH/STORE	5,021.09
	TOTAL DEPOSITS/CREDITS	- 20,777.80
FEB 29	ENDING BALANCE	14,635.28

DEPOSITS AND CREDITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
FEB 01	DEPOSIT MADE IN A BRANCH/STORE	4,780.01
FEB 15	DEPOSIT MADE IN A BRANCH/STORE	5,021.09
FEB 20	DEPOSIT MADE IN A BRANCH/STORE	4,937.55
FEB 22	DEPOSIT MADE IN A BRANCH/STORE	4,833.95
FEB 28	DEPOSIT MADE IN A BRANCH/STORE	5,138.12

WITHDRAWALS AND DEBITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
FEB 01	ADJUSTMENTS-ADD ERROR ON DEPOSIT TICKET	- 100.00
FEB 01	WITHDRAWAL MADE IN A BRANCH/STORE	- 2,500.00
FEB 04	CHECK CRD PURCHASE 02/02 OFFICE DEPT #947 MONROVIA CA 430741XXXXX8901 035840001458421	- 50.86
	7MCC-5883 121042882DA	

CONTINUED ON NEXT PAGE

WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

PAGE 1 of 4
Account Number: 321-4563631
Statement End Date: 03/31/08

MOJ MEDIA PARTNERSHIP
34 FANO ST APT D
ARCADIA CA 91006-3854

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS,
CALL: 800-225-5935 (1-800-CALL-WELLS).

YOUR ACCOUNTS AT A GLANCE

ACCOUNT TYPE	ENDING BALANCE
BASIC BUSINESS SERVICES PACKAGE	12,979.83
321-4563631	
BUSINESS SAVINGS	9,007.29
701-2414707	

NEWS FROM WELLS FARGO

BASIC BUSINESS SERVICES PACKAGE 321-4563631

DATE	DESCRIPTION	AMOUNT
FEB 29	BEGINNING BALANCE	14,635.28
	TOTAL DEPOSITS/CREDITS	21,696.43
	TOTAL WITHDRAWALS/DEBITS	- 23,351.88
MAR 31	ENDING BALANCE	12,979.83

DEPOSITS AND CREDITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
MAR 07	DEPOSIT MADE IN A BRANCH/STORE	5,030.51
MAR 14	DEPOSIT MADE IN A BRANCH/STORE	5,321.12
MAR 25	DEPOSIT MADE IN A BRANCH/STORE	5,037.03
MAR 28	DEPOSIT MADE IN A BRANCH/STORE	5,507.79

WITHDRAWALS AND DEBITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
MAR 04	WITHDRAWAL MADE IN A BRANCH/STORE	- 3,000.00
MAR 10	ATM WITHDRAWAL - 03/09 MACH ID 8637A 444 E. HUNTINGTON DR ARCADIA CA 9501	- 200.00
MAR 13	CHECK CRD PURCHASE 03/13 VENTURE BRANCH BIKINI 310-3058492 CA 430741XXXXX8907 075840003622874	- 350.63
	7MCC-6389 121042882DA	
MAR 14	CHECK CRD PURCHASE 03/13 BIG MIKE 310-3058492 CA 430741XXXXX8907	- 70.31
	07684000047634 7MCC-5692	
	121042882DA	

CONTINUED ON NEXT PAGE

WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

PAGE 1 of 4
Account Number: 321-4563631
Statement End Date: 04/30/08

MOJ MEDIA PARTNERSHIP
34 FANO ST APT D
ARCADIA CA 91006-3854

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS,
CALL: 800-225-5935 (1-800-CALL-WELLS).

YOUR ACCOUNTS AT A GLANCE

ACCOUNT TYPE	ENDING BALANCE
BASIC BUSINESS SERVICES PACKAGE	11,789.38
321-4563631	
BUSINESS SAVINGS	11,004.11
701-2414707	

NEWS FROM WELLS FARGO

New Agreements for Online Banking
We've updated our Online Access Agreement and E-Sign Consent. To see what has
changed, please visit www.wellsfargo.com/onlineupdates

BASIC BUSINESS SERVICES PACKAGE 321-4563631

DATE	DESCRIPTION	AMOUNT
MAR 31	BEGINNING BALANCE	12,979.83
	TOTAL DEPOSITS/CREDITS	21,946.01
	TOTAL WITHDRAWALS/DEBITS	- 23,136.46
APR 30	ENDING BALANCE	11,789.38

DEPOSITS AND CREDITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
APR 04	DEPOSIT MADE IN A BRANCH/STORE	5,210.90
APR 10	DEPOSIT MADE IN A BRANCH/STORE	5,263.45
APR 18	DEPOSIT MADE IN A BRANCH/STORE	5,848.70
APR 24	DEPOSIT MADE IN A BRANCH/STORE	5,624.96

WITHDRAWALS AND DEBITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
APR 01	CHECK CRD PURCHASE 03/30 CLAIM JUNPER #15 MONROVIA CA 430741XXXXX8501 092840001093489	- 90.67
APR 01	CHECK CRD PURCHASE 03/31 ALOHA BOBA TEA HOUSE MONROVIA CA 430741XXXXX8907 092840002699009	- 17.41
	7MCC-5882 121042882DA	

CONTINUED ON NEXT PAGE

DENISE MILANI

WELLS FARGO BANK, N.A.
P.O. BOX 4995
PORTLAND, OR 97228-4995PAGE 1 of 4
Account Number: 321-4563631
Statement End Date: 09/30/08MOJ MEDIA PARTNERSHIP
14 FARD ST APT D
ARCADIA CA 91006-3854IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS,
CALL: 800-225-5935 (1-800-CALL-WELLS).

YOUR ACCOUNTS AT A GLANCE

ACCOUNT TYPE	ENDING BALANCE
BASIC BUSINESS SERVICES PACKAGE 321-4563631	11,897.82
BUSINESS SAVINGS 701-2414707	21,510.98

NEWS FROM WELLS FARGO

BASIC BUSINESS SERVICES PACKAGE 321-4563631

MOJ MEDIA PARTNERSHIP

AUG 31 BEGINNING BALANCE	22,277.23
TOTAL DEPOSITS/CREDITS	20,101.85
TOTAL WITHDRAWALS/DEBITS	- 50,181.26
SEP 30 ENDING BALANCE	11,897.82

DEPOSITS AND CREDITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
SEP 02	DEPOSIT MADE IN A BRANCH/STORE	5,617.24
SEP 04	PAYROLL TRANSFER 549061 587223087206	2,500.00
SEP 05	DEPOSIT MADE IN A BRANCH/STORE	9,072.54
SEP 05	PROCP-INT OF BALANCE NO TAPE LISTING	500.00
SEP 16	DEPOSIT MADE IN A BRANCH/STORE	5,490.01
SEP 22	DEPOSIT	5,295.83
SEP 29	DEPOSIT	5,422.23

WITHDRAWALS AND DEBITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
SEP 02	ONLINE TRANSFER REP #126LNPWMCB TO BUSINESS CARD MONTHLY PAYMENT	- 1,000.00
SEP 02	CHECK CND PERSONAL 04/29 APPLE STORE #8034 PASADENA CA 41074XXXXX8501 24484000070448 79CCX4599 121042862DA90	- 378.00

CONTINUED ON NEXT PAGE

WELLS FARGO BANK, N.A.
P.O. BOX 4995
PORTLAND, OR 97228-4995PAGE 1 of 4
Account Number: 321-4563631
Statement End Date: 10/31/08MOJ MEDIA PARTNERSHIP
14 FARD ST APT D
ARCADIA CA 91006-3854IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS,
CALL: 800-225-5935 (1-800-CALL-WELLS).

YOUR ACCOUNTS AT A GLANCE

ACCOUNT TYPE	ENDING BALANCE
BASIC BUSINESS SERVICES PACKAGE 321-4563631	6,142.81
BUSINESS SAVINGS 701-2414707	23,032.86

NEWS FROM WELLS FARGO

BASIC BUSINESS SERVICES PACKAGE 321-4563631

MOJ MEDIA PARTNERSHIP

SEP 30 BEGINNING BALANCE	11,897.82
TOTAL DEPOSITS/CREDITS	21,427.89
TOTAL WITHDRAWALS/DEBITS	- 27,182.70
OCT 31 ENDING BALANCE	6,142.81

DEPOSITS AND CREDITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
OCT 14	DEPOSIT	5,133.84
OCT 16	DEPOSIT	5,162.27
OCT 17	DEPOSIT	5,536.26
OCT 22	TRANSFER FROM SAV # 000003904639501	5.01
OCT 24	DEPOSIT	5,390.31

WITHDRAWALS AND DEBITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
OCT 03	FOREIGN CURR CONV FEE 41074XXXXX8501 277840004167910 79CCX5946 121042862DA90	- 6.22
OCT 03	FOREIGN CURR CONV FEE 41074XXXXX8501 277840004168149 79CCX5812 121042862DA90	- 0.40
OCT 03	FOREIGN CURR CONV FEE 41074XXXXX8501 277840004168148 79CCX5812 121042862DA90	- 0.06

CONTINUED ON NEXT PAGE

WELLS FARGO BANK, N.A.
P.O. BOX 4995
PORTLAND, OR 97228-4995PAGE 3 of 7
Account Number: 321-4563631
Statement End Date: 11/30/08MOJ MEDIA PARTNERSHIP
14 FARD ST APT D
ARCADIA CA 91006-3854IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS,
CALL: 800-225-5935 (1-800-CALL-WELLS).

YOUR ACCOUNTS AT A GLANCE

ACCOUNT TYPE	ENDING BALANCE
BASIC BUSINESS SERVICES PACKAGE 321-4563631	8,493.44
BUSINESS SAVINGS 701-2414707	18,033.32

NEWS FROM WELLS FARGO

BASIC BUSINESS SERVICES PACKAGE 321-4563631

MOJ MEDIA PARTNERSHIP

OCT 31 BEGINNING BALANCE	6,142.81
TOTAL DEPOSITS/CREDITS	22,504.07
TOTAL WITHDRAWALS/DEBITS	- 20,153.44
NOV 30 ENDING BALANCE	8,493.44

DEPOSITS AND CREDITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
NOV 01	DEPOSIT	5,200.82
NOV 04	PAYROLL TRANSFER 541104 587223564480	900.00
NOV 10	DEPOSIT MADE IN A BRANCH/STORE	5,601.72
NOV 13	DEPOSIT	5,618.75
NOV 17	CITYBANK EPSP 127 VERIFY 081117 442224455 NATUJ VANTUCH	0.32
NOV 17	CITYBANK EPSP 127 VERIFY 081117 442224455 NATUJ VANTUCH	0.18
NOV 24	DEPOSIT	5,282.07

WITHDRAWALS AND DEBITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
NOV 01	ONLINE TRANSFER REP #126QWMCB TO BUSINESS CARD PAYMENT	- 2,000.00

CONTINUED ON NEXT PAGE

WELLS FARGO BANK, N.A.
P.O. BOX 4995
PORTLAND, OR 97228-4995PAGE 1 of 5
Account Number: 321-4563631
Statement End Date: 12/31/08MOJ MEDIA PARTNERSHIP
14 FARD ST APT D
ARCADIA CA 91006-3854IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS,
CALL: 800-225-5935 (1-800-CALL-WELLS).

YOUR ACCOUNTS AT A GLANCE

ACCOUNT TYPE	ENDING BALANCE
BASIC BUSINESS SERVICES PACKAGE 321-4563631	9,044.23
BUSINESS SAVINGS 701-2414707	12,014.85

NEWS FROM WELLS FARGO

Effective January 12, 2009 in order for the Bank to better service your account and collect any amounts you owe, we may from time to time make calls and/or send text messages to the telephone number(s) associated with your account, including wireless telephone number(s) that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, to better service your account or collect any amount you owe, we may also contact you via email at any email address you have provided. If you do not want to receive prerecorded/artificial voice messages, automatic telephone dialing system calls and/or text messages on your wireless telephone, please contact us at 1-877-647-8551 Monday-Friday between 8am and 6pm and Saturday between 10am and 5pm PST.

BASIC BUSINESS SERVICES PACKAGE 321-4563631

MOJ MEDIA PARTNERSHIP

NOV 30 BEGINNING BALANCE	8,493.44
TOTAL DEPOSITS/CREDITS	21,376.80
TOTAL WITHDRAWALS/DEBITS	- 20,826.01
DEC 31 ENDING BALANCE	9,044.23

DEPOSITS AND CREDITS

POSTED DATE	TRANSACTION DETAIL	AMOUNT
DEC 01	DEPOSIT	5,226.00
DEC 05	DEPOSIT	5,056.20
DEC 05	CHECK CND PUR STON 12/04 BEST BUY 0901255 PASADENA CA 41074XXXXX8501 340840004017660 79CCX5732 121042862DA	64.94

CONTINUED ON NEXT PAGE

U *part #2 a)*
Date: July 6, 2010 Wells Fargo PhotoCopy Request Page 2 of 2
Reference: 100000041170 100000041170 100000041170

PERSCOPE MEDIA, LLC 1011	
DATE: 07/14/09	AMOUNT: \$ 5,812.88
FOR: DENISE TRILICA	
THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS	
FOR: DENISE TRILICA	
FOR: DENISE TRILICA	

R/T Number 12104288 Processing Date 20090731
Sequence Number 7123376450 Amount 6312.28
Account Number 9421321713 Check Number 1013

U *part #2 a)*
Date: July 6, 2010 Wells Fargo PhotoCopy Request Page 1 of 2
Reference: 100000041170 100000041170 100000041170

PERSCOPE MEDIA, LLC 1023	
DATE: 07/14/09	AMOUNT: \$ 865.10
FOR: DENISE TRILICA	
EIGHT HUNDRED AND SIXTY FIVE AND NO/100 DOLLARS	
FOR: DENISE TRILICA	
FOR: DENISE TRILICA	

R/T Number 12104288 Processing Date 20090623
Sequence Number 6522659645 Amount 865.14
Account Number 9421321713 Check Number 1023

U *part #2 a)*
Date: July 6, 2010 Wells Fargo PhotoCopy Request Page 4 of 4
Reference: 100000041170 100000041170 100000041170

PERSCOPE MEDIA, LLC 1020	
DATE: 07/14/09	AMOUNT: \$ 6466.25
FOR: DENISE TRILICA	
SIX THOUSAND FOUR HUNDRED AND SIXTY SIX AND NO/100 DOLLARS	
FOR: DENISE TRILICA	
FOR: DENISE TRILICA	

R/T Number 12104288 Processing Date 20090617
Sequence Number 4820295401 Amount 6666.32
Account Number 9421321713 Check Number 1020

U *part #2 a)*
Date: July 6, 2010 Wells Fargo PhotoCopy Request Page 1 of 2
Reference: 100000041170 100000041170 100000041170

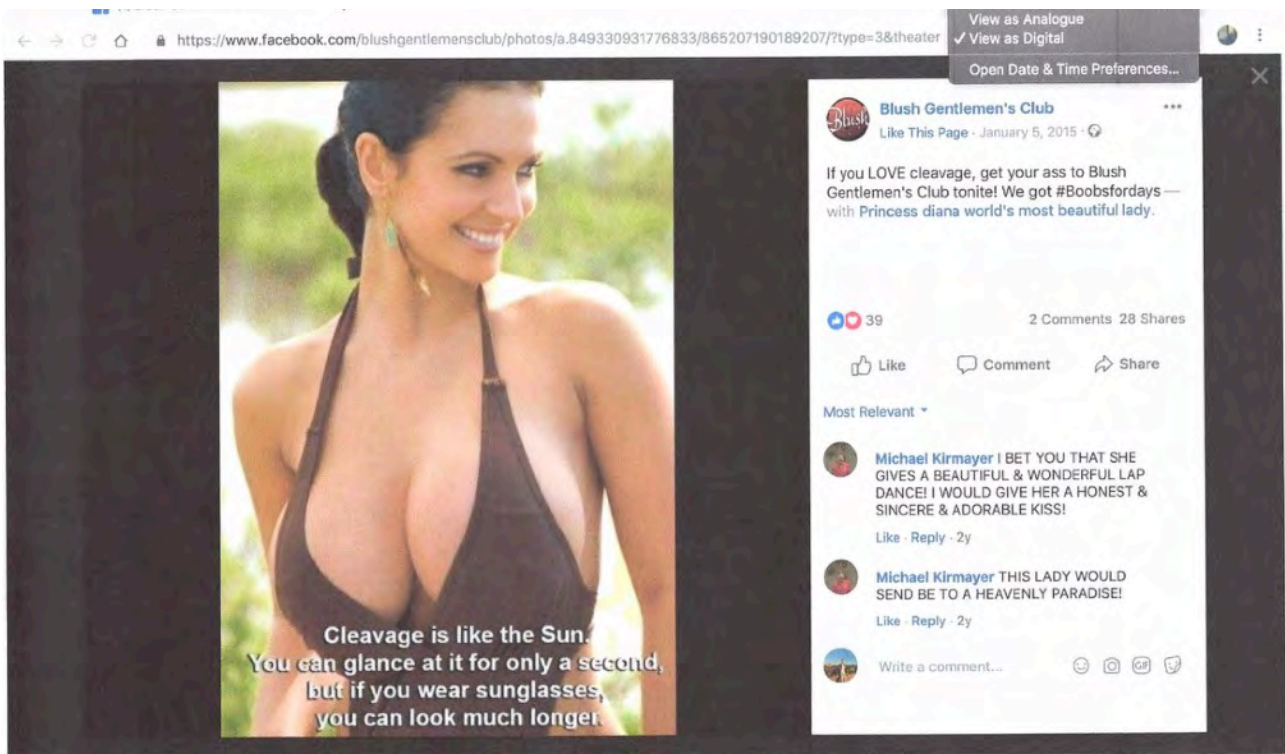
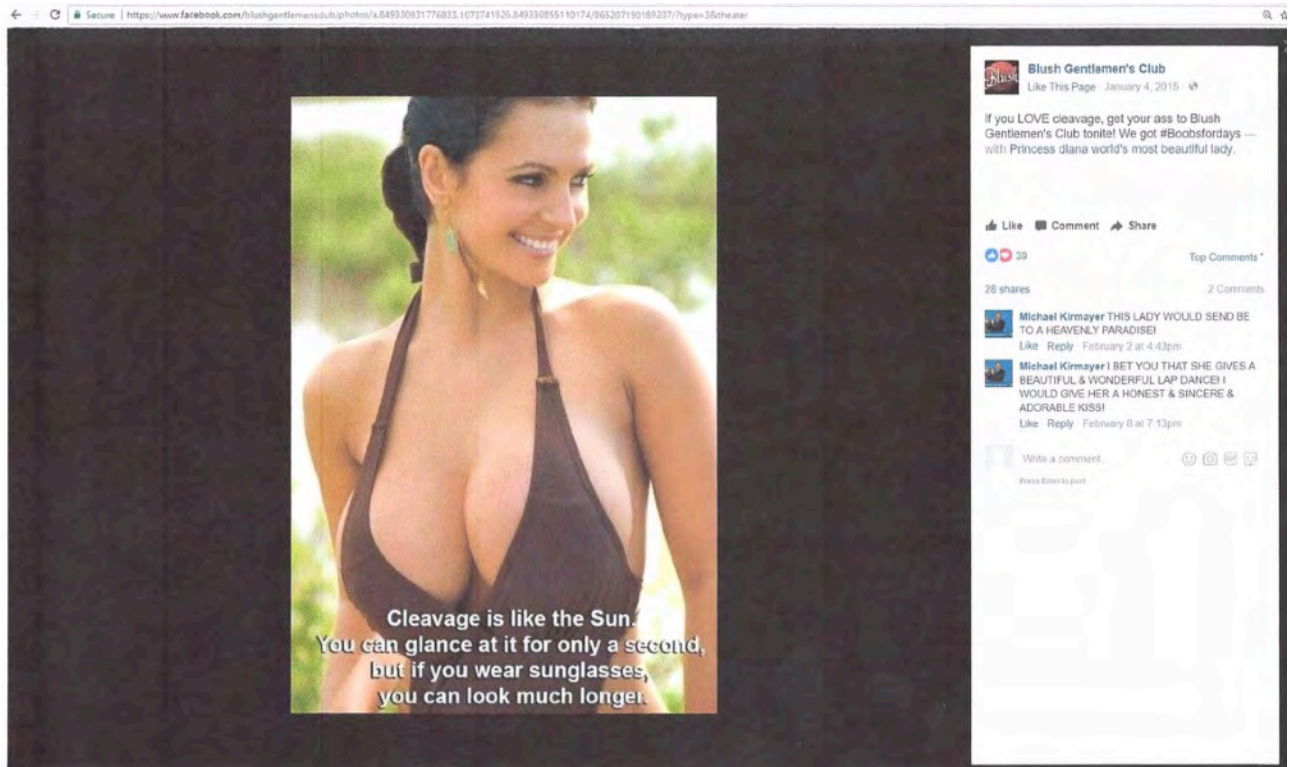
PERSCOPE MEDIA, LLC 1037	
DATE: 07/14/09	AMOUNT: \$ 5,741.15
FOR: DENISE TRILICA	
FIVE THOUSAND SEVEN HUNDRED AND FORTY ONE AND NO/100 DOLLARS	
FOR: DENISE TRILICA	
FOR: DENISE TRILICA	

R/T Number 12104288 Processing Date 20091020
Sequence Number 7022677011 Amount 5781.15
Account Number 9421321713 Check Number 1037

U *part #2 a)*
Date: April 21, 2010 Wells Fargo PhotoCopy Request Page 1 of 1
Reference: 100001617711 100001617711 100001617711

PERSCOPE MEDIA, LLC 1049	
DATE: 04/16/09	AMOUNT: \$ 3983.54
FOR: DENISE TRILICA	
THREE THOUSAND AND NINE HUNDRED AND FIFTY FOUR AND NO/100 DOLLARS	
FOR: DENISE TRILICA	
FOR: DENISE TRILICA	

R/T Number 12104288 Processing Date 20091119
Sequence Number 6926800177 Amount 3983.54
Account Number 9421321713 Check Number 1049



Denise Milani

Advertising

Social Media Use

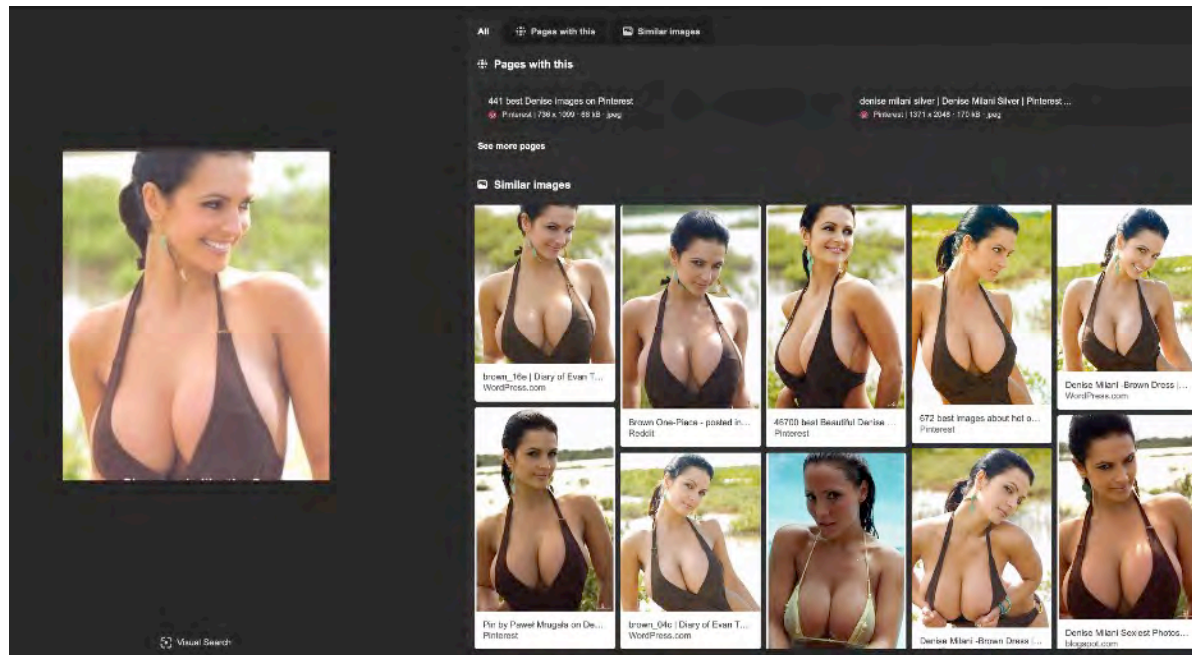


Branding
#BoobsforDays
“with Princess Diana”

ORIGINAL IMAGE WAS SHOT AS AN EDITORIAL.



A bing.com SEARCH OF THE IMAGE IDENTIFIES MS. MILANI



Calculation of Fair Market Value for Images Used

Ms. Milani has had an online influencer and subscription based career and has a Social Media following of over 8 million. Ms. Milani shows yearly income from her subscription based website of over [REDACTED] and over [REDACTED] in consecutive years. Based on an average of approximately 1 shoot day a month to produce new images that equates to again approx. between \$23,000 and \$29,000 per day shoot.

Bellas Cabaret used 4 images of Ms. Milani and promoted her as ‘the product’ available at their club. Ms. Milani has never worked for a Gentlemen’s Club, has never shot nude or even topless. There is no ‘straight line’ comparable rate for Ms. Milani and use by a Gentlemen’s club promoting Ms. Milani as a product.

Taking into consideration all of the factors listed above, Ms. Milani’s huge world wide appeal and web presence, the relative limited available earning documents and based on my experience and expertise in this industry, when negotiating a rate of compensation for Denise Milani for the identified images used by Defendant, at a *minimum*, I would quote a working day rate of \$10,000.

Minimum quoted day rate for Denise Milani for use by Blush Gentlemen’s Club is \$10,000.

Calculation of Fair Market Value for Images Used cont.

Blush Gentlemen's Club used 1 image of Ms. Milani

Consider;

Image 1

Ms. Milani's image was used by **Blush Gentlemen's Club** to advertise their company and their services. Blush Gentlemen's Club distributed the images world wide on Social Media. Branding use by Blush Gentlemen's Club by tagging Ms. Milani's image with language references her personally and implying that Ms. Milani worked, endorsed or would be in attendance at the club.

The minimum rate would be \$10,000 that would cover Ms. Milani's day rate and includes advertising. An additional \$10,000 would be quoted for use on Social Media. \$10,000 additional would be quoted for Branding Use.

Usages: Image 1

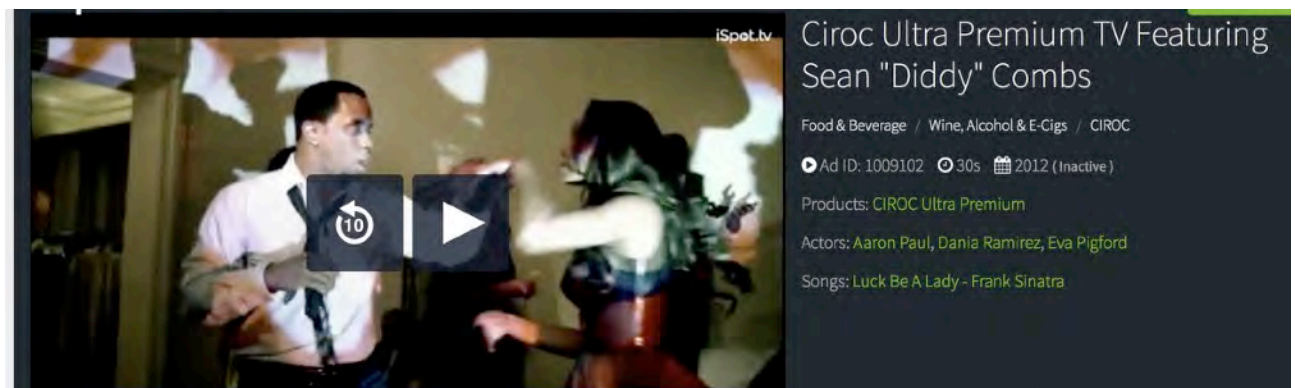
- Advertising. "Blush Gentlemen's Club" attached to image. (\$10,000)
- Social Media: Image used on Blush Gentlemen's Club's Social Media pages.. (\$10,000)
- Branding: Blush Gentlemen's Club tagged Ms. Milani's image with language references her personally and implying that Ms. Milani worked, endorsed or would be in attendance at the club. (\$10,000)

Denise Milani's actual damages for use of her image by Blush Club are \$30,000

HILLARY FISHER HEPNER**Background/Bio**

Hillary Fisher Hepner is, and at all times relevant to this action was, an American model, spokeswoman and actor. Ms. Hepner's volume of work speaks for itself as to her validity as a genuine super model. Ms. Hepner has appeared in American Curves Magazine, Alpha Cuts Pro Fitness Ad, Kandy Magazine, Lapdance Lingerie Catalog, Twilight Park Ads/Billboard Woodlake, CA, Cover, Rockstar Energy Drink Calendar, Miss Sport Football, Spencer's Nationwide Window Playboy Valentine Campaign, Playboy Magazine February, American Curves, Vegas Weekly Magazine Playboy Intimates, 944 Vegas Magazine, Playboy Cyber Girl Xtra, Miss Playboy Club, NEYROT Model of the Month, Earth Cam Model, Miss Budweiser Bikini Bash, Hooters Magazine, the National Hooters Christmas Commercial and the Hooters Calendar 2014 just to name a few.

Ms. Hepner starred in a Ciroc Vodka Commercial with P. Diddy, a Paul Oakenfold Music Video "Finally" and featured on SportsIllustrated.com while being named in Playboy's Top 10 Supermodels.



Consider:

- All relevant points as listed above.
- Ms. Hepner is now a full-time mother wife and businesswoman
- Ms. Hepner is married to Guy Hepner who is a leading curator and gallery owner and agent for some of the most iconic images, works of art and artists today. Mr. Hepner owns galleries in both LA and NY. <https://guyhepner.com>
- Ms. Hepner is highly visible in the social world of modern art.
- As a model Ms. Hepner established day rates for the commercialization of her image of [REDACTED] and Higher as *Playboy Cyber model of the month*, over [REDACTED] as the face of Playboy Intimates, and [REDACTED] for TV commercials including residuals.

<https://www.imdb.com/name/nm3224837/>
<https://www.modelmayhem.com/hillaryfisher>
<https://www.instagram.com/hillaryhepner/?hl=en>

***All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.**

Attached:

Payment Summary

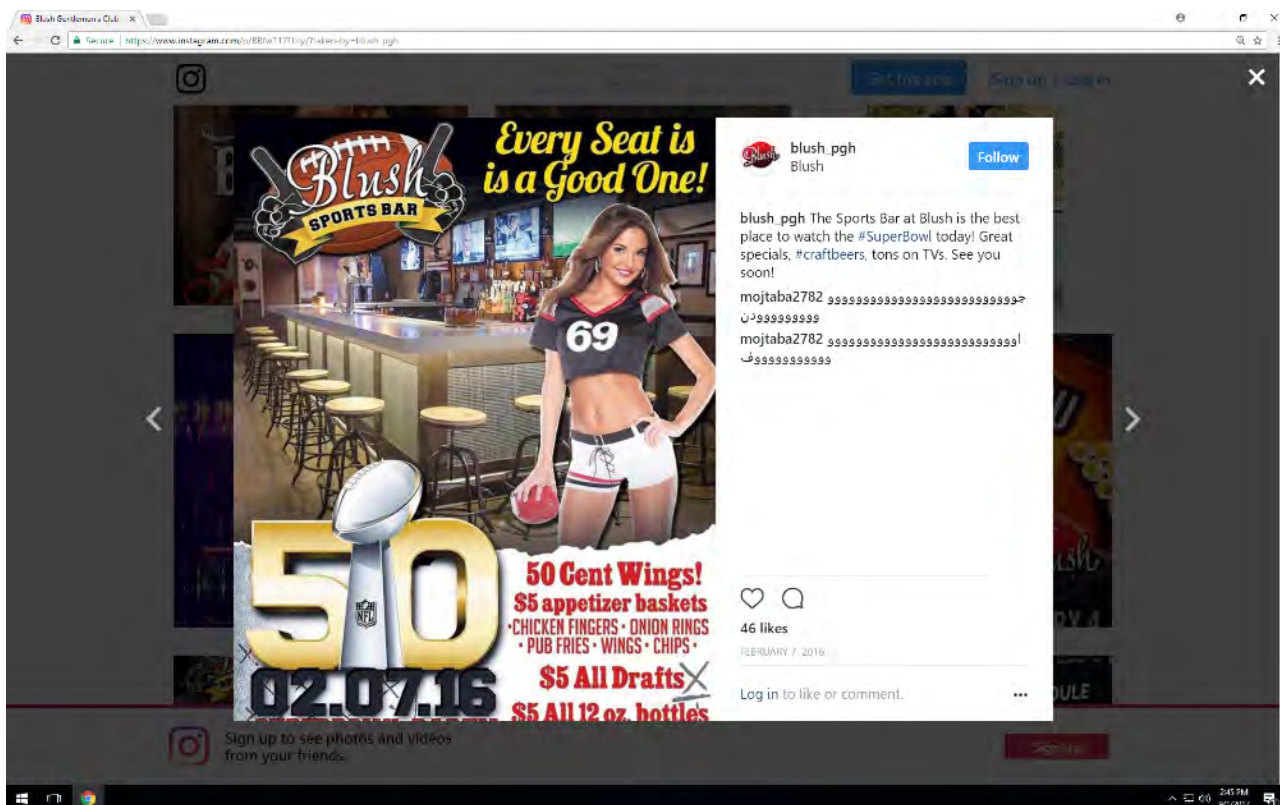
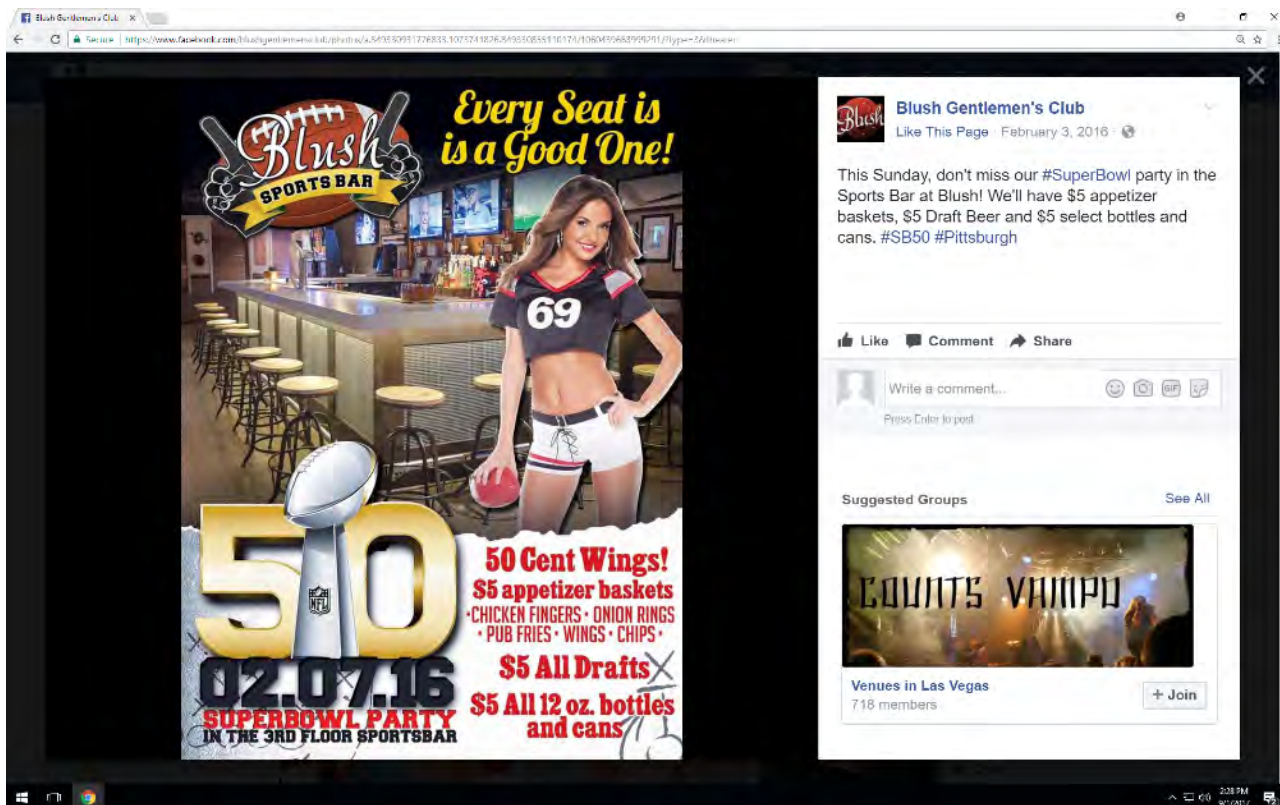


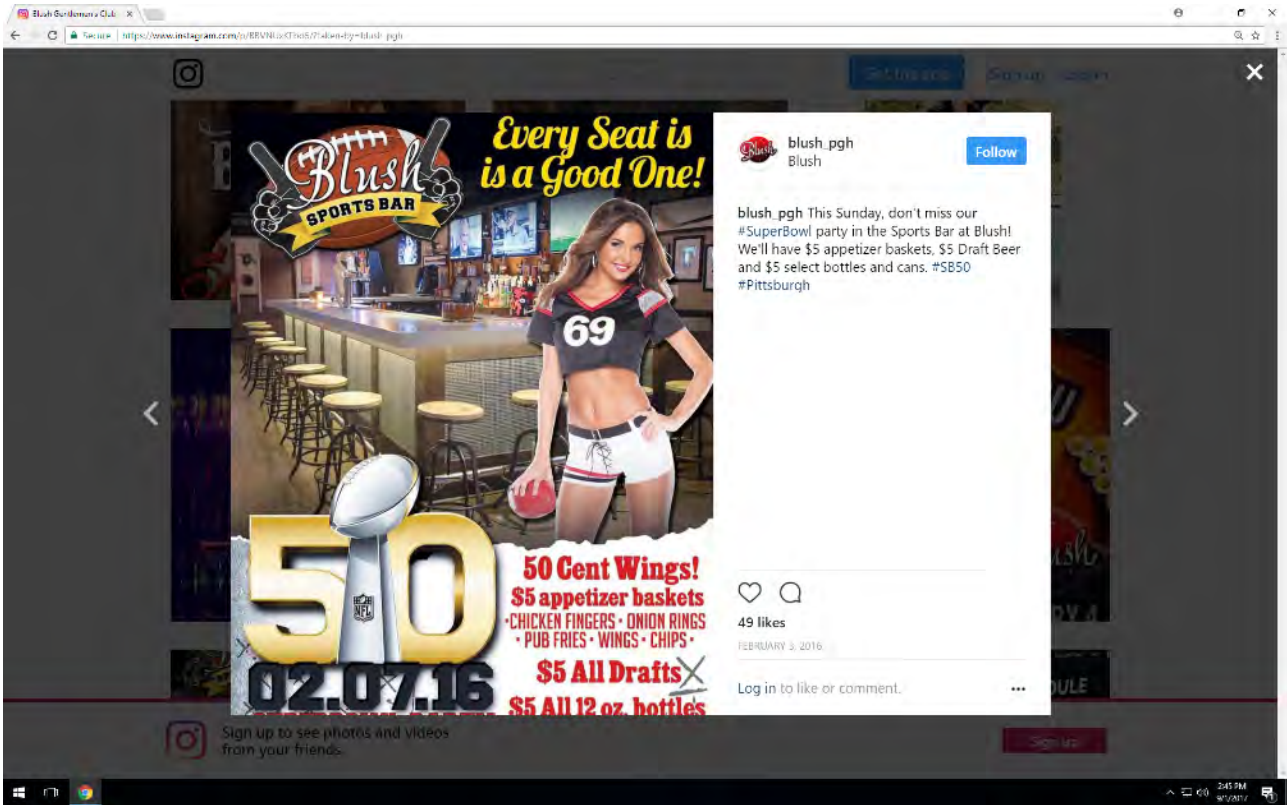
Hillary Fisher

Employee Spot List										
<p style="text-align: center;">HILLARY FISHER List of spots from 10/26/2011 through 10/27/2011</p>										
ART Client	Title	Code	Cycle Start	Use	Service Date	Check No.	Cleared	Total Wages	Agent	Union
HHG DBA BONEFIDE PRODUCTIONS	LONG FORM :90	YGNP2009	N/A	COMMERCIAL		984309		175.00		SAG
HHG DBA BONEFIDE PRODUCTIONS	LONG FORM :90	YGNP2009	12/13/2012	TV INTERNET USE 52 WEEKS	10/26/2011	952090		2,072.70		SAG
HHG DBA BONEFIDE PRODUCTIONS	LONG FORM :90	YGNP2009	N/A	COMMERCIAL		952069		75.00		SAG
HHG DBA BONEFIDE PRODUCTIONS	MASTER :30	YGNP2013H	08/25/2012	TV HOLDING FEE	10/27/2011	925324		592.20		SAG
HHG DBA BONEFIDE PRODUCTIONS	SUMMERTIME :30	YGNP2033H	08/25/2012	TV HOLDING FEE	10/27/2011	925325		592.20		SAG
HHG DBA BONEFIDE PRODUCTIONS	SUMMERTIME :30	YGNP2033H	05/26/2012	TV HOLDING FEE	10/27/2011	913441		592.20		SAG
HHG DBA BONEFIDE PRODUCTIONS	MASTER :30	YGNP2013H	05/26/2012	TV HOLDING FEE	10/27/2011	913440		592.20		SAG
BLUE FLAME	MASTER :30	YGNP2013H	02/20/2012	TV CLASS A USE	10/27/2011	904621		0.00		SAG
BLUE FLAME	MASTER :30	YGNP2013H	02/20/2012	TV CLASS A USE	10/27/2011	904621		135.80		SAG
BLUE FLAME	MASTER :30	YGNP2013H	02/20/2012	TV CLASS A USE	10/27/2011	904621		107.75		SAG
BLUE FLAME	SUMMERTIME :30	YGNP2033H	02/25/2012	TV HOLDING FEE	10/27/2011	901635		592.20		SAG
BLUE FLAME	MASTER :30	YGNP2013H	02/25/2012	TV HOLDING FEE	10/27/2011	901634		592.20		SAG
BLUE FLAME	SUMMERTIME :30	YGNP2033H	01/17/2012	TV INTERNET USE 52 WEEKS	10/27/2011	901409		2,072.70		SAG
BLUE FLAME	LONG FORM :90	YGNP2009	N/A	COMMERCIAL		898782		69.00		SAG
BLUE FLAME	MASTER :30	YGNP2013H	12/15/2011	TV THEATRICAL/INDUST USE	10/27/2011	895066		947.52		SAG
BLUE FLAME	MASTER :30	YGNP2013H	12/15/2011	TV CABLE USE	10/27/2011	895066		2,795.80		SAG
BLUE FLAME	LONG FORM :90	YGNP2009	12/15/2011	TV INTERNET USE 52 WEEKS	10/26/2011	895065		2,072.70		SAG
BLUE FLAME	MASTER :30	YGNP2013H	11/26/2011	TV SPOT SESSION	10/27/2011	892691		1,332.46		SAG
BLUE FLAME	LONG FORM :90	YGNP2009	10/26/2011	TV SPOT SESSION	10/26/2011	892690		2,544.65		SAG

Export to Excel

American Curves Magazine Spring 2012
Ciroc Vodka Commercial with P Diddy October 2011
Paul Oakenfold Music Video "Finally" 2011
Alpha Cuts Pro Fitness Ad October 2011
Kandy Magazine Issue #3 December 2011
Lapdace Lingerie Catalog September 2011
Twilight Park Ads/Billboard Woodlake, CA August 2011
Cover, Rockstar Energy Drink Calendar 2011/2012
Miss Sport Football 2011
Spencer's Nationwide Window Playboy Valentine Campaign February 2011
Playboy Magazine February 2011
American Curves February 2011
Vegas Weekly Magazine Playboy Intimates Full Page Ad for Forum Shops Feb 2011
944 Vegas Magazine February 2011
Playboy Cyber Girl Xtra January 2011
Miss Playboy Club of the Year 2011
Cover Model, Miss Playboy Club Las Vegas 2011 Calendar
HAZE Nightclub Commercial for Aria Resort & Casino Vegas 2011
Sports Illustrated "Lovely Lady of the Day" October 20, 2010
Rascal Flatts Video "Why Wait" Bikini Girl
Cover American Curves Magazine August 2010
Las Vegas Billboard for the Mirage for "Bare"
Just Models Magazine 2010
2010 Face of Playboy Intimates Lingerie Line
Muscle Mag March 2010
American Curves Beach Babes Issue Winter 2009
American Curves Jan 2010
American Honey Calendar 2010
Playboy's Cyber Girl of the Month September 2009
Miss Sunset Tan 2009
Playboy's Cyber Girl of the Week May 11, 2009
Featured on SportsIllustrated.com home page March 12, 2009
Named Playboy's Top 10 Supermodels 2009
American Curves February 2009
Playboy's Hot Buns Special Edition 2009
Playboy's Book of Lingerie Dec/Jan 2009
Kenny Chesney's Tour Logo "Poets & Pirates" 2008
American Curves Lingerie Winter 2008
Playboy's Book of Lingerie Aug/Sept 2008
TV Show "Bikini Destinations Turks & Caicos" 2008
Playboy Fresh Faces Cover June/July 2008
Playboy's Women of Hooters Feb 2008
Skirt Magazine- Lowcountry Plastic Surgery Ad- December 2007, January 2008, Feb 2008
Maxim en Espanol January 2008
Top 4 Miss Hawaiian Tropics US Finals 2007
Miss Hawaiian Tropic South Carolina 2007
Wild Amaginations Model 2007
Dangerous Curves Swimwear Model 2007
NEYROT.COM Model of the Month November 2007
Earth Cam Model 2007
Miss Budweiser Bikini Bash 2007
Hooters Magazine Layout July/August 2007
National Hooters Chrismtas Commercial December 2006
Hooters Calendar 2004





Hillary Hepner

Social Media Use



Hillary Hepner

Original use of image for a costume company catalogue

Women's Sexy Football Player Costume



If you would like the men to look at you instead of a football game on TV then you should get this women's sexy football costume for Halloween.

The women's costume includes a crop top shirt with number 69 on the front and a pair of white shorts with laces on the front. I am sure when you wear this outfit men stop watching TV and only will have eyes for you.

A sporty Halloween costume like this is great fun to wear and it is pretty complete as the only things you need besides the costume are shoes and a ball.

Get your Women's Sexy Football Player Costume for \$27.95

STRAIGHT LINE CALCULATION OF DAY RATE FOR USE OF HILLARY HEPNER'S IMAGES

Ms. Hepner has left her model career in the past along with most of her earning documents. The list of Ms. Hepner's work history is long and mostly verifiable by a simple google search. Ms. Hepner supplied payment advice for two TV commercial's one earning her over [REDACTED] for a single day's work. Other work as listed paid from [REDACTED] day for editorial to [REDACTED] day and usage rates for Playboy Face of Intimates line.

It is important to note that a quoted Day Rate is for the model's time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood that above and beyond that rate that 'usage' rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product (Blush's use of Ms. Hepner's image makes her the product) . All usages negotiated and attracting negotiated payments.

All of Ms. Hepner's previous work was advertising and promoting products that she had consented to work with and negotiated rates before the assignment took place. Blush selected a photo of Ms. Hepner, inserted in a layout ad and promoted Ms. Hepner as 'the product' available "at Blush"

After consideration of all factors listed in my report and based on my research, experience and expertise in this industry, when negotiating a rate of compensation for Hillary Hepner for the identified images used by Defendant, I would quote a day rate of \$10,000.

Calculation of Fair Market Value for Images Used *cont.*

Blush used one image of Ms. Hepner.

Ms. Hepner's image was used by Blush Gentlemen's Club to advertise their company and their services. Blush Gentlemen's Club distributed the images on Social Media. Ms. Hepner's image was used for Branding to imply that she worked at or would be in attendance at the club

Usages:

- **Advertising.** "Blush" attached to image. (\$10,000)
- **Social Media:** Ms. Hepner's image distributed worldwide on Blush's Social Media pages. (\$10,000)

Hillary Hepner's actual Fair Market Value for use of her image by Blush Gentlemen's Club are \$20,000

IRINA VORONINA

Background/Bio

IRINA VORONINA is a successful professional model, spokesmodel and actress with numerous accomplishments. As a model, Ms. Voronina has modeled internationally for more than 20 years, was a Playboy "Playmate of the Month" and has been named "Model Of the Year" by Kandy Magazine based on the highest number of digital issue downloads on iPad and iPhone. Ms. Voronina has also modeled for international brands such as SKYY Vodka, Miller Lite, Michelob Ultra, Bacardi, and Sisley & Detour, among others.

Additionally, Ms. Voronina has appeared in numerous magazines including FHM, Maxim, Max (Italy), Ocean, Shape, 944, Knockout, Q (UK), and People (Australia). Ms. Voronina was a St Pauli Girl Beer spokes model, led a year-long public relations tour across the United States for the beer brand, and became first ever St. Pauli Girl to ring the NYSE closing bell. As a spokesmodel, Ms. Voronina was the main host of Playboy Radio's weekly shows "Playmate Club" and interviewed hundreds of celebrities live on air. As an actress, Ms. Voronina has appeared in Reno 911, Balls of Fury, Towelhead, as well as television shows Svetlana, on the live action show Saul of the Mole Men, and as a guest star on Nickelodeon's iCarly. Ms. Voronina tours and performs Nationally as a stand up comedian. Ms. Voronina has more than 4.5 million Social Media Followers.

IRINA VORONINA

Home Bio Show dates Pictures Videos Contact

Irina is a Russian born comedian, actress and a content creator.

See Me Live!

Saturday Nov. 10 4:00pm	Joshua Tree Improv & Comedy Festival Hi-Desert Center <i>Joshua Tree, CA</i> BUY TICKETS
Tuesday Nov. 13 7:30pm	Bar Lubitsch <i>West Hollywood, CA</i> BUY TICKETS

Latest News:

Nov. 7
LAUGH EXCHANGE APP
Irina's stand-up beat took the 3d place in CELEBRITY DISH Episode of Laugh Exchange App!

Nov. 5
LAUGH EXCHANGE APP
Irina's stand-up beat took the 3d place in ELECTION EDITION Episode of Laugh Exchange App!

Nov. 3
LAUGH AFTER DARK

IRINA VORONINA

Consider;
All relevant points as listed above.

- Irina Voronina is a full time working model, actress and performer.
- Commercialization of her image.
- Ms. Voronina has a Playmate of the Month contract for [REDACTED]
- Ms. Voronina had Yearly guaranteed contract for [REDACTED]

https://en.wikipedia.org/wiki/Irina_Voronina
https://www.instagram.com/irina_voronina/?hl=en
<https://www.imdb.com/name/nm1143016/>
https://www.facebook.com/irina_voronina_fanpage/
https://twitter.com/irina_voronina?lang=en
https://www.irina_voronina.net
https://www.youtube.com/user/irina_voronina
<https://www.youtube.com/watch?v=UjU30KkYBuk>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

- Attached;
- Ms. Voronina's Playboy Playmate of the Month contract [REDACTED]
 - Influencer Revenue 1099 2016 My Likes \$23,530.21
 - Influencer Revenue 1099 2016 Dexi Media \$51,022.25



PLAYBOY PLAYMATE OF THE MONTH CONTRACT EXCERPTS.

- Outline
- Agreement
- Compensation

* Full contract provided separately.

Irina Voronina
Bleichstrasse 23
Basel, Switzerland Ch-4058

Dear Irina,

Congratulations on being chosen as a finalist for selection as a Playboy "Playmate of the Month." Accordingly, we will arrange your Playmate photography sessions. If you satisfactorily complete these sessions and are selected and published as "Playmate of the Month," you will receive [REDACTED] and valuable publicity, plus have the opportunity to be considered as Playboy's "Playmate of the Year."

For your part, you agree to:

- A. cooperate with us and make yourself available for:
 1. the still photography sessions required for the "Playmate of the Month" and, if chosen, "Playmate of the Year" features, including the promotion and production of events connected with winning either title;
 2. [REDACTED]
 3. [REDACTED]
 4. up to five days of promotional appearances during the month your issue of the magazine is on-sale (you will be paid additional promotional fees at Playboy's prevailing rates should you exceed the five days); and
 5. at least one one-hour online chat on Playboy's web site while your issue is on the newsstand;
- B. keep your appearance and personal conduct above reproach so as to maintain your promotional value to yourself and Playboy;
- C. use the same professional name that you are published under both during and after your reign as "Playmate of the Month" and, if chosen, "Playmate of the Year;"
- D. make personal appearances and tours at Playboy's request in this country and elsewhere, for which you will be paid actual reasonable expenses plus Playboy's usual fees;

PLAYBOY ENTERPRISES
INTERNATIONAL, INC.

By 

Date 10-4-99

ACCEPTED AND AGREED TO:

By 

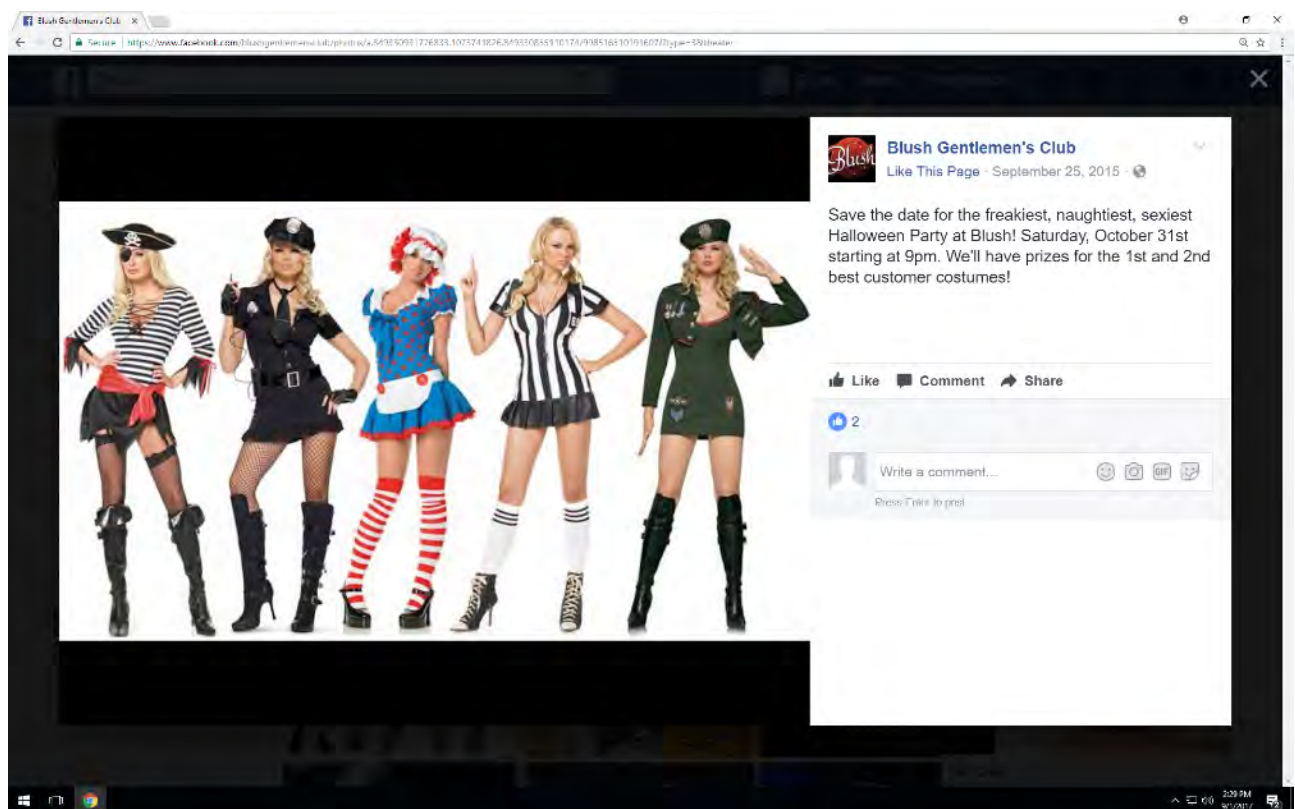
IRINA VORONINA
Professional or BusinessName

IRINA VORONINA

<input type="checkbox"/> CORRECTED (if check)				OMB No. 1545-0115 2016 Form 1099-MISC		Miscellaneous Income Copy B For Recipient
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. MYLIKES, INC. 1000 BRANNAN STREET SUITE 502 SAN FRANCISCO, CA 94103 US Phone: (510) 388-2783			1 Rents \$ 0.00			
			2 Royalties \$ 0.00			
			3 Other income \$ 0.00	4 Federal income tax withheld \$ 0.00		
PAYER'S federal identification number 27-2078528	RECIPIENT'S identification number XXX-XX-7482		5 Fishing boat proceeds \$ 0.00	6 Medical and health care payments \$ 0.00		
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code Irina Voronina 7119 W Sunset Blvd # 293 Los Angeles CA 90046-4411 US			7 Nonemployee compensation \$ 23530.21	8 Substitute payments in lieu of dividends or interest \$ 0.00		
			9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$ 0.00		
			11	12		
Account number (see instructions) MFFP8853KEK3	FATCA filing requirement <input type="checkbox"/>		13 Excess golden parachute payments \$ 0.00	14 Gross proceeds paid to an attorney \$ 0.00		
15a Section 409A deferrals \$ 0.00	15b Section 409A income \$ 0.00		16 State tax withheld \$ 0.00	17 State/Payer's state no.	18 State income \$	
Form 1099-MISC (keep for your records)			www.irs.gov/form1099misc			
Department of the Treasury - Internal Revenue Service						

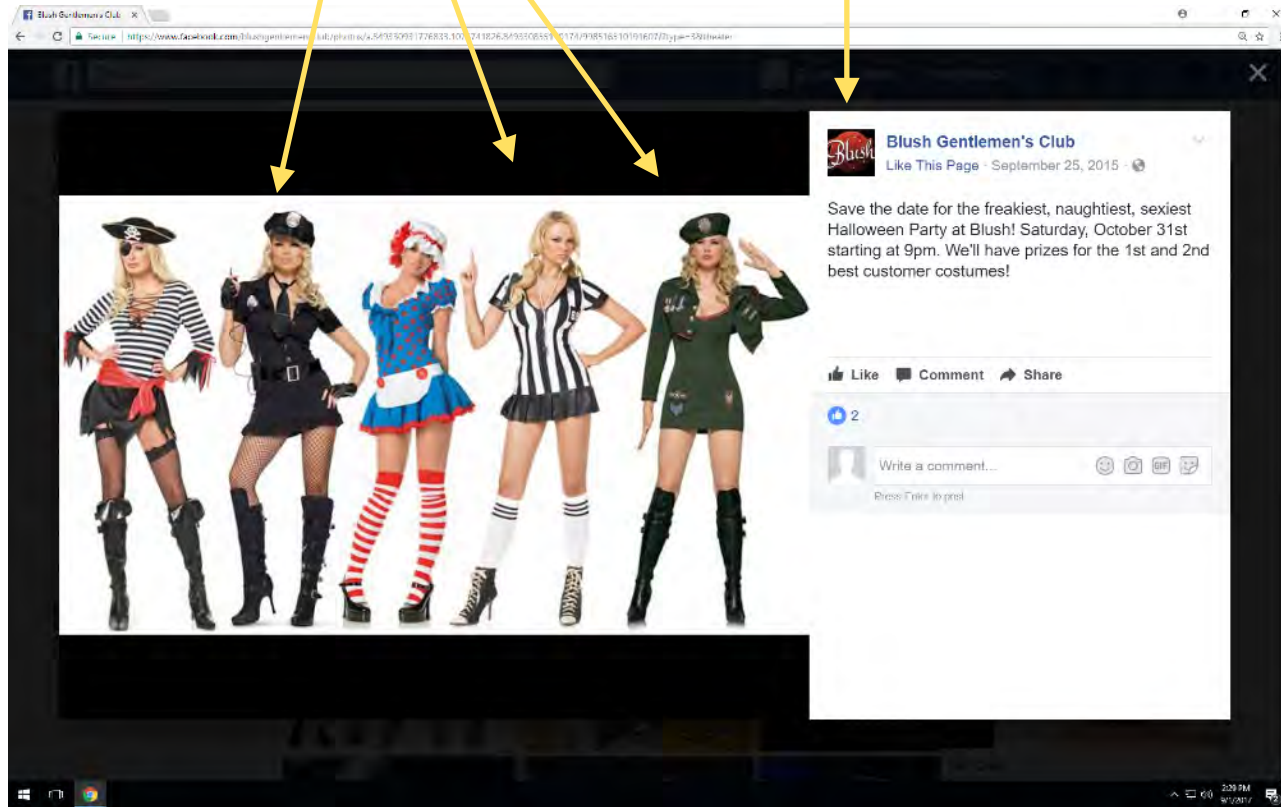
<input type="checkbox"/> CORRECTED (if checked)				OMB No. 1545-0115 2016 Form 1099-MISC		Miscellaneous Income Copy B For Recipient
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. DEXIMEDIA LLC 200 BROADHOLLOW RD SUITE 207 MELVILLE, NY 11747 516 671 3300			1 Rents \$			
			2 Royalties \$			
			3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number [REDACTED]	RECIPIENT'S identification number [REDACTED]		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code Irina Voronina 7119 W Sunset BLVD #293 Los Angeles CA 90046			7 Nonemployee compensation \$ 51022.25	8 Substitute payments in lieu of dividends or interest \$		
			9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
			11	12		
Account number (see instructions)	FATCA filing requirement <input type="checkbox"/>		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$		16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	
Form 1099-MISC (keep for your records)			www.irs.gov/form1099misc			
Department of the Treasury - Internal Revenue Service						

FORM # LMISCREC



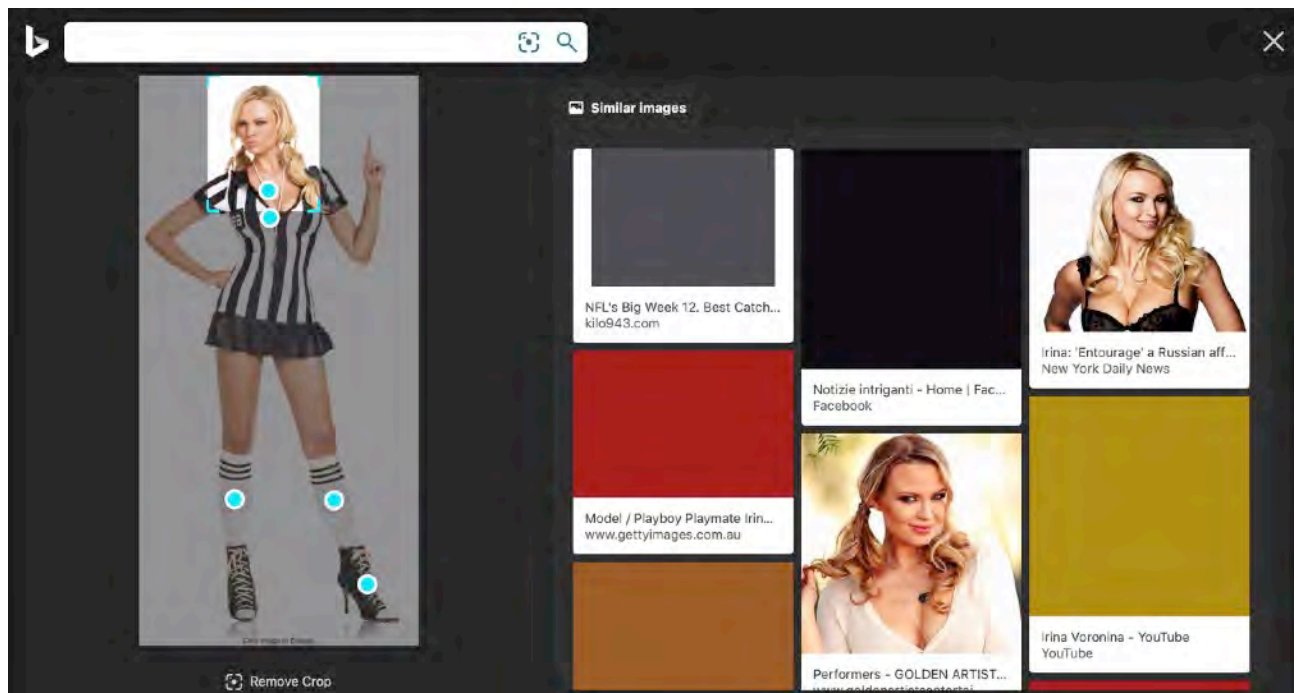
Irina Voronina

Social Media Use





Bing search of image identifies Irina Voronina



IRINA VORONINA

Ms. Voronina provided over 150 Earning documents

Ms. Voronina shows a yearly income from 2 clients in 2016 of over \$23,000

Ms. Voronina shows a yearly income of over \$51,000 for Social Media posts by Ms. Voronina for one client. Ms. Voronina was required to make one post everyday on her media for one year .A single post takes less than a minute.

Ms. Voronina was the St.Pauli Beer model and was paid [REDACTED] for a single day shoot. Usage payments in addition to the day rate totaled over [REDACTED]

Ms. Voronina was booked for a Sky Vodka campaign with single day shoot rate of [REDACTED] Usage for a magazine insert was [REDACTED] and other usages were negotiated at [REDACTED] per use.

Ms. Voronina was paid [REDACTED] for a one day shoot for Playboy (Magazine usage included)

There is no straight line rate for Ms. Voronina for the image used by Blush Gentlemen's Club as she has never worked for a gentlemen's club.

Ms. Voronina was paid [REDACTED] for a one day photo session as Playboy Playmate of the Month.

Included in that rate were a number of promotional days that Playboy did not utilize.

In a Playboy editorial the product was Ms. Voronina herself as well as the promotion of Playboy Magazine.

Ms. Voronina agreed to this assignment, had the right to say no, endorsed the work and product and earned significant income per year from Playboy as a result of being a Playboy Playmate.

This is the closest comparable to the use by Blush Gentlemen's Club where Ms. Voronina is the product being advertised. A Playboy Playmate of the Month title value far exceeds the nominal day rate of [REDACTED] as it promotes Ms. Voronina personally as an iconic beauty rather than the promotion by Blush that implies she is working at the club, performing at the club and available to patrons.

In contrast the assignment for Blush Gentlemen's Club was a promotion of Ms. Voronina as a dancer at Blush Gentlemen's Club. As an agent of 30 years experience and considerations of all the factors listed in my report I have quoted a \$20,000 US Day rate for Ms. Voronina.

*** Images 1, 2 & 3 were possibly shot on the same day. Therefore a one day rate will apply for those 3 images.**

Calculation of Fair Market Value for Images Used *cont.*

Blush Gentlemen's Club used Three images of Ms. Voronina.
Images 1, 2 & 3.

Ms. Voronina's image was used by Blush Gentlemen's Club to advertise their company and their services. Ms. Voronina's image was distributed world wide on Social Media.

Usages:

- Advertising. “ Blush Gentlemen's Club” attached to Ms. Voronina's image. (\$20,000)
- Social Media; Ms. Voronina's image was distributed worldwide on Social Media on Blush Gentlemen's Club's Facebook page . (\$20,000)

Irina Voronina's actual fair market value for use of her image by Blush Gentlemen's Club are \$40,000

KIMBERLY COZZENS

Background/Bio

Kimberly Cozzens is an American model, actor, host and spokesperson working nationally for the past 15 years. Ms. Cozzens is represented by agencies in NY, LA, Miami, Denver and Chicago.

Ms. Cozzens featured in an “Old Spice” commercial that was one of the most highly sought after roles cast nationally. Ms. Cozzens has featured in Sketchers, New Amsterdam vodka campaign and La Z Boy furniture galleries, all three campaigns utilizing magazines, point of sale and billboards.

Ms. Cozzens starred in the Martini Rossi campaign, that was shot by famous photographer Ellen Von Unwerth for Europe and featured Ms. Cozzens with George Clooney.

Ms. Cozzens was the lead in a Dodge commercial that Adweek rated one of the best of the year.

LOCKE
MANAGEMENT

MEN

WOMEN

LIFESTYLE

LOCKE MASTERS

KIDS

TV + MEDIA

HAIR & MAKEUP | STYLIST

CONTACT US

BECOME A LOCKE MODEL

KIM COZZENS

MIAMI

Portfolio


Digitals (3)

Selfies (0)

Videos (1)

Archives (0)

Add To Basket



Height: 5' 8

Dress: 2/4

Bust: 34

Waist: 24

Hips: 34

Shoe: 7.5

Eyes: BLUE

Hair: BLONDE

DOB: 1983 ENJOYS: Dancing, ice & roller skating, bowling, being active, exotic food and traveling. Union: SAG

Consider:

All relevant points as listed above.

- All relevant points as listed above.
- Kimberly Cozzens is a full time working model.
- Commercialization of her image for over 15 years as a model
- Ms. Cozzens has established a rate of over [REDACTED] for one day of work plus ongoing residuals of [REDACTED] per cycle.
- Ms. Cozzens has had yearly guaranteed contracts of [REDACTED] for exclusivity to a product plus day rate.

<https://www.instagram.com/kimberlycozzens/?hl=en>

<https://www.imdb.com/name/nm2516273/>

<https://www.linkedin.com/in/kimberly-cozzens-252ab860>

<http://www.maxtalent.com/models/model.cfm/Kimberly-Cozzens/0/id/50><http://www.maxtalent.com/models/model.cfm/Kimberly-Cozzens/0/id/50>

<http://lockemanagement.com/view/710/kim-cozzens>

<https://dinbog.com/kimberly-cozzens/posts>

<http://itmodelmanagement.com/talent/kim-cozzens-89203?profile=true>

Attached:

- Ms. Cozzen's contract and earnings for 1 day shoot for Dodge Dart
- Ms. Cozzen's 1099 from 1 of Ms. Cozzens' 5 Model Agencies.

Kim shoots with Ellen Von Unwerth

MAY 12TH, 2008



Kim Cozzens shot Martini & Rossi's European campaign along side George Clooney. The campaign was shot by legendary photographer Ellen Von Unwerth.



b Employer identification number (EIN) 20-0467282		12a		1 Wages, tips, other compensation 36063.50		2 Federal income tax withheld 4618.28	
c Employer's name, address, and ZIP code TALENT PARTNERS COM SERV, LLC 400 N MICHIGAN AVE 14TH FL CHICAGO, IL 60611		12b		3 Social security wages 36063.50		4 Social security tax withheld 2235.94	
		12c		5 Medicare wages and tips 36063.50		6 Medicare tax withheld 522.92	
		12d		7 Social security tips		8 Allocated tips	
		12e		9		10 Dependent care benefits	
e/f Employee's name, address, and ZIP code NPS PTALPARTP KIMBERLY M COZZENS 315 S SPARKS ST BURBANK, CA 91506-2743		Copy 2—To Be Filed With Employee's State, City, or Local Income Tax Return		11 Nonqualified plans		13 Statutory employee <input type="checkbox"/> Retirement plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>	
				14 Other DI 360.64			
REISSUED STATEMENT		a					
15 State CA		16 State wages, tips, etc. 36063.50		17 State income tax 1019.36		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement 2014 Department of the Treasury-Internal Revenue Service OMB # 1545-0008 Copy 2—To Be Filed With Employee's State, City, or Local Income Tax Return

Reinstatement & Reuse Contract Chrysler Dodge "Your Rules SP"						
DATE 1/20/14				EST. # 11514-2		
MULTIPLE TRACKING OR SWEETENING <input type="checkbox"/> DID OCCUR <input checked="" type="checkbox"/> DID NOT OCCUR NO. OF TRACKS _____						
DATE	WORKTIME FROM / TO	MEALS FROM / TO	MAKEUP / FITTING FROM / TO	TRAVEL TO LOC FROM / TO	TRAVEL FROM LOC FROM / TO	PERF. INIT
Agreement between (Producer) Anthony Bennett , Employer, and (Performer) Kim Cozzens Social Security _____ For Agency Lopez Negrete Communications Inc. Date of Engagement n/a Agency Address 3336 Richmond Ave Ste 200 Houston TX 77098 Place of Engagement n/a City/State n/a Time of Engagement: From n/a To _____ Acting on Behalf of (Advertiser): Chrysler/Dodge Product: Dodge Dart Exclusivity: Automotive <input checked="" type="checkbox"/> SAG-AFTRA Employer of Record for income tax and unemployment insurance purposes is: Talent Partners Producer and Employer engage Performer, and Performer agrees to perform services for Producer and Employer in television commercials as follows: AD-ID* and Title(s): No. of Commercials 1 1. CDNDPF13H40H "Your Rules - SP" TV:30 No. of Tags _____ No. of Demos _____ 2. No. of Tags _____ No. of Demos _____ 3. No. of Tags _____ No. of Demos _____ 4. No. of Tags _____ No. of Demos _____ 5. No. of Tags _____ No. of Demos _____ 6. No. of Tags _____ No. of Demos _____ Check if Applicable: <input type="checkbox"/> Animatics <input type="checkbox"/> New Media Only Commercial(s) <input type="checkbox"/> Seasonal Commercial(s) <input type="checkbox"/> Dealer Commercial(s) <input type="checkbox"/> Non-Air Commercial(s) <input type="checkbox"/> Smoke Work <input type="checkbox"/> Type A <input type="checkbox"/> Type B <input type="checkbox"/> Produced for Cable <input type="checkbox"/> Spanish Language Translation <input type="checkbox"/> Internet only Commercial(s) <input type="checkbox"/> Regional Addendum <input type="checkbox"/> Test or Test Market Commercial(s) CLASSIFICATION <input checked="" type="checkbox"/> Principal Performer <input checked="" type="checkbox"/> ON-CAMERA <input type="checkbox"/> OFF-CAMERA <input type="checkbox"/> Character Voice Over <input type="checkbox"/> Puppeteer <input type="checkbox"/> Solo or Duo <input type="checkbox"/> Stunt Performer <input type="checkbox"/> Group 3-5 <input type="checkbox"/> Specialty Act <input type="checkbox"/> Group 6-8 <input type="checkbox"/> Dancer <input type="checkbox"/> Group 9 or more (singers only) <input type="checkbox"/> Singer <input type="checkbox"/> Contractor <input type="checkbox"/> Pilot Part Played "Game Show Host 1" Compensation \$ _____ applied at 2x Scale Check if: <input type="checkbox"/> Flight Insurance Payable Wardrobe to be furnished: <input type="checkbox"/> by Producer <input type="checkbox"/> by Performer If furnished by Performer, No. of Costumes @ _____ (Non-Evening Wear) @ _____ (Evening Wear) Total Wardrobe Fee \$ _____ Dancer's Footwear allowance: _____ Number of days _____ Total Footwear Fee \$ _____ <input type="checkbox"/> Performer does not consent to the use of his/her services in commercials, made hereunder in New Media. <input type="checkbox"/> Performer does not consent to the use of his/her services in commercials, made hereunder as dealer commercials payable at dealer commercial rates. <input type="checkbox"/> Performer does not consent to the use of his/her services in commercials, made hereunder on the Internet. <input type="checkbox"/> Performer does not consent to the use of his/her services in commercials, made hereunder on a simulcast. The Standard Provisions printed on the last page hereof are part of this contract. If this contract provides for compensation at union minimum, no addition, changes or alterations may be made in this form other than those, which are more favorable to the Performer than herein provided. If the contract provides for compensation above union minimum, additions may be agreed to between Producer and Performer, which do not conflict with the provisions of the SAG-AFTRA Commercials Contracts, provided that such additional provisions are separately set forth under "Special Provisions" hereof and signed by the Performer. Until Performer shall otherwise direct in writing, Performer authorizes Producer to make all payments to which Performer may be entitled hereunder as follows: <input type="checkbox"/> To Performer at: _____ (Address) <input type="checkbox"/> To Performer c/o: _____ at: _____ (Address) All notices to Performer shall be sent to the address designated above for payments and, if Performer desires, to one other address as follows: To: _____ (Name and Address) Email address _____ All notices to Producer shall be addressed as follows: To Producer at: LNC, INC. 3336 Richmond Ave Ste 200 Houston TX 77098						

<input type="checkbox"/> CORRECTED (if checked)				Miscellaneous Income	
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Scout Talent Management, LLC 355 Bryant Street #206 San Francisco CA 94107 415-781-7004		1 Rents \$	OMB No. 1545-0115 2016 Form 1099-MISC		Copy B For Recipient
		2 Royalties \$	3 Other income \$		
PAYER'S federal identification number 		4 Federal income tax withheld \$			
RECIPIENT'S identification number 		5 Fishing boat proceeds \$			
RECIPIENT'S name Kimberly Cozzens Street address (including apt. no.) 400 N 1st Street, Unit 111 City or town, state or province, country, and ZIP or foreign postal code San Jose CA 95112		6 Medical and health care payments \$	7 Nonemployee compensation \$ 119237.50		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Account number (see instructions) 		8 Substitute payments in lieu of dividends or interest \$			
FATCA filing requirement <input type="checkbox"/>		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>			
		10 Crop insurance proceeds \$			
		11 			
		12 			
		13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$		15b Section 409A income \$		16 State tax withheld \$	
		17 State/Payer's state no. \$		18 State income \$	

Form **1099-MISC** (keep for your records) www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service



2015 Dreamgirl International Modeling Contract

1. Kimberly Cozzens will be booked by Dreamgirl International Inc. for a minimum of 5 photo shoot days between January 1, 2015 – January 1, 2016. Photo shoot day rate will be [REDACTED] day equal to 10 hours and [REDACTED] per hour thereafter not including travel. Dreamgirl International will contact Kimberly Cozzens with potential shoot days as soon as the dates are available. Dreamgirl International will confirm shoot days with Kimberly Cozzens a minimum of 7 days in advance. Dreamgirl reserves first booking rights for model unless already retained and can change shoot days within 7 day window as needed. Any remaining balance from photo shoot days not booked by Dreamgirl International during the allotted time period will be due by February 28, 2016. All payments will be made in full to Kimberly Cozzens within 15 days of the photo shoot/booking invoice submission.
2. Kimberly Cozzens may be booked by Dreamgirl International Inc. for ~~tradeshows~~ between January 1, 2015 – January 1, 2016. ~~Tradeshow~~ day rate will be [REDACTED] day equal to 10 hours prior to overtime being assessed at [REDACTED] per hour thereafter not including travel. Approved travel, hotel, and transportation arrangements will be booked by Dreamgirl directly. Meal expenses will be covered up to [REDACTED] per day for any out of town appearances will be paid for or reimbursed by Dreamgirl International 15 days upon submission of actual receipts with invoice. Appearances at Retailer Events will be at a rate between [REDACTED] per event and will be negotiated at the time of booking. Approved travel, hotel, and transportation arrangements will be booked by Dreamgirl directly. Showroom modeling for Dreamgirl will be at an hourly rate of [REDACTED] with a two hour minimum per booking. Local publicity (non-retailer) appearances will not be compensated and participation is at the discretion of Kimberly Cozzens.
3. This agreement confirms that Dreamgirl International will have a FULL USAGE BUYOUT of all images created, produced and used of Kimberly Cozzens for an indefinite period of time.
4. Kimberly Cozzens agrees that she is an independent contractor and is not an employee of Dreamgirl International. Kimberly Cozzens confirms that she is in a distinct profession (talent/model) and controls the methods and means of her services for Dreamgirl International.
5. Kimberly Cozzens will have up to [REDACTED] of wholesale credit for any in stock items allotted each financial quarter for a total of [REDACTED] in annual trade. She may book her appointment with Marketing at her convenience.
6. Kimberly Cozzens agrees that she will not shoot for any of the following companies or their affiliates from January 1, 2015 – January 1, 2016: Baci, Be Wicked! Costumes, California Costume, Charades, Cinema Secrets, Coquette International (Costume is not approved – Lingerie is approved), Delicious Sexy Wear of New York, Disguise, Desire Fashions, Elegant Moments (Costume is not approved – Lingerie is approved), Escante (Costume is not approved – Lingerie is approved), Foreplay, Frederick's of Hollywood, Funworld, Forum Novelties, Hustler Lingerie or affiliated licensed apparel (Costume is not approved – Lingerie is approved), International Intimates, J Valentine, Leg Avenue, Lip Service, Nom de Plume, Playboy Costumes or affiliated licensed apparel, Raveware, Rasta Imposia, Rene Rofe or any of their affiliated costume divisions (lingerie approved), Risque Collection, Roma Costumes, Rubie's or any of their affiliated divisions, Secret Wishes, Seven 'Til Midnight/Carrie Amber Intimates (Lingerie is approved but no Costumes), Sharon Leslie, Shirley of Hollywood or any of their affiliated divisions (Lingerie is approved but no Costumes), Sky Hosiery/Music Legs (Lingerie is approved but no Costumes), Smiffy's, Stardine Costumes, and Trashy Lingerie (Costumes not approved – Lingerie is approved). Doing so will be regarded as a material breach of this agreement.

5548 Lindbergh Lane Bell, California 90201
Telephone + 1 323 268 0220 | Toll Free +1 800 622 5686 | Fax + 1 323 268 4913
www.dreamgirldirect.com

2012 Dreamgirl International Modeling Contract

1. Kimberly Cozzens will be booked by Dreamgirl International Inc. for a minimum of 6 photo shoot days between January 1, 2012 – January 31, 2013. Photo shoot day rate will be [REDACTED] day equal to 10 hours and [REDACTED] per hour thereafter not including travel. Dreamgirl International will contact Kimberly Cozzens with potential shoot days as soon as the dates are available. This includes the already completed dates of January 21st for a ½ day, March 7 for a ½ day, leaving 5 days remaining on said contract. Dreamgirl International will confirm shoot days with Kimberly Cozzens a minimum of 7 days in advance. Dreamgirl reserves first booking rights for model unless already retained and can change shoot days within 7 day window as needed. Any remaining balance from photo shoot days not booked by Dreamgirl International during the allotted time period will be due by February 28, 2013. All payments will be made in full to Kimberly Cozzens within 15 days of the photo shoot/booking invoice submission.

2. Kimberly Cozzens may be booked by Dreamgirl International Inc. for ~~tradeshows~~ between January 1, 2012 – January 31, 2013. ~~Tradeshow~~ day rate will be \$500/day equal to 10 hours prior to overtime being assessed at \$75 per hour thereafter not including travel. Approved travel, hotel, and transportation arrangements will be booked by Dreamgirl directly. Meal expenses will be covered up to [REDACTED] per day for any out of town appearances will be paid for or reimbursed by Dreamgirl International 15 days upon submission of actual receipts with invoice. Appearances at Retailer Events will be at a rate between [REDACTED] per event and will be negotiated at the time of booking. Approved travel, hotel, and transportation arrangements will be booked by Dreamgirl directly. Showroom modeling for Dreamgirl will be at an hourly rate of [REDACTED] with a two hour minimum per booking. Local publicity (non-retailer) appearances will not be compensated and participation is at the discretion of Kimberly Cozzens.

3. This agreement confirms that Dreamgirl International will have a FULL USAGE BUYOUT of all images created, produced and used of Kimberly Cozzens for an indefinite period of time.

4. Kimberly Cozzens agrees that she is an independent contractor and is not an employee of Dreamgirl International. Kimberly Cozzens confirms that she is in a distinct profession (talent/model) and controls the methods and means of her services for Dreamgirl International.

5. Kimberly Cozzens will have up to [REDACTED] of wholesale credit for any in stock items allotted each financial quarter for a total of [REDACTED] in annual trade. She may book her appointment with Marketing at her convenience.

6. Kimberly Cozzens agrees that she will not shoot for any of the following companies or their affiliates from January 1, 2012 – January 31, 2013: Allure Leather, ~~Baci~~, Be Wicked! Costumes, Body Zone Apparel, California Costume, Charades, Cinema Secrets, Coquette International, D'Elegance Lingerie, Delicate Illusions, Delicious Sexy Wear of New York, Disguise, Desire Fashions, Elegant Moments (Costume is not approved – Lingerie is approved), Escante, Foreplay, Frederick's of Hollywood, ~~Funworld~~, Forum Novelties, Hustler Lingerie or affiliated licensed apparel, International Intimates, J Valentine, Leg Avenue, Lip Service, Minor Creations, Nom de Plume, Playboy Costumes or affiliated licensed apparel, ~~Raveware~~, ~~Rasta Imposta~~, Rene ~~Rofe~~ or any of their affiliated divisions, ~~Risque~~ Collection, Roma Costumes, Rubie's or any of their affiliated divisions, Secret Wishes, Sensual Mystique, Seven 'Til Midnight/Carrie Amber Intimates (Lingerie is approved but no Costumes), Sharon Leslie, Shirley of Hollywood or any of their affiliated divisions (Lingerie is approved but no Costumes), Sky Hosiery/Music Legs (Lingerie is approved but no Costumes), ~~Smiffy's~~, Trashy Lingerie and XTC Leather. Doing so will be regarded as a material breach of this agreement.

5548 Lindbergh Lane Bell, California 90201

Telephone + 1 323 268 0220 | Toll Free +1 800 622 5686 | Fax + 1 323 268 4913
www.dreamgirldirect.com

KIMBERLY COZZENS

9595 ☐ VOID ☐ CORRECTED

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no. DREAMGIRL INTERNATIONAL 5548 LINDBERGH LANE BELL, CA 90201 323-268-0220		1 Rents \$	OMB No. 1545-0115 2013 Form 1099-MISC		Miscellaneous Income
PAYER'S federal identification number		2 Royalties \$	4 Federal income tax withheld \$		
RECIPIENT'S identification number		3 Other income \$	5 Fishing boat proceeds \$		Copy A For Internal Revenue Service Center File with Form 1096.
RECIPIENT'S name KIMBERLY COZZENS		7 Nonemployee compensation \$ 20814.00		8 Substitute payments in lieu of dividends or interest \$	
Street address (including apt. no.) 21240 FICUS DR., APT. 203		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>		10 Crop insurance proceeds \$	
City or town, province or state, country, and ZIP or foreign postal code SANTA CLARITA, CA 91321		11 Foreign tax paid \$		12 Foreign country or U.S. possession	
Account number (see instructions) KIM003		13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$		15b Section 409A income \$		16 State tax withheld \$	
				17 State/Payer's state no. \$	
				18 State income \$	

Form 1099-MISC 16-0331690 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

FORM # LMISCEED

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. DREAMGIRL INTERNATIONAL 5548 LINDBERGH LANE BELL, CA 90201 323-268-0220		1 Rents \$	OMB No. 1545-0115 2014 Form 1099-MISC		Miscellaneous Income
PAYER'S federal identification number		2 Royalties \$	4 Federal income tax withheld \$		
RECIPIENT'S identification number		3 Other income \$	5 Fishing boat proceeds \$		Copy 2 To be filed with recipient's state income tax return, when required.
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code KIMBERLY COZZENS 315 SOUTH SPARKS ST BURBANK, CA 91506		7 Nonemployee compensation \$ 24840.00		8 Substitute payments in lieu of dividends or interest \$	
Account number (see instructions) KIM003		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>		10 Crop insurance proceeds \$	
		11		12	
		13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$		15b Section 409A income \$		16 State tax withheld \$	
				17 State/Payer's state no. \$	
				18 State income \$	

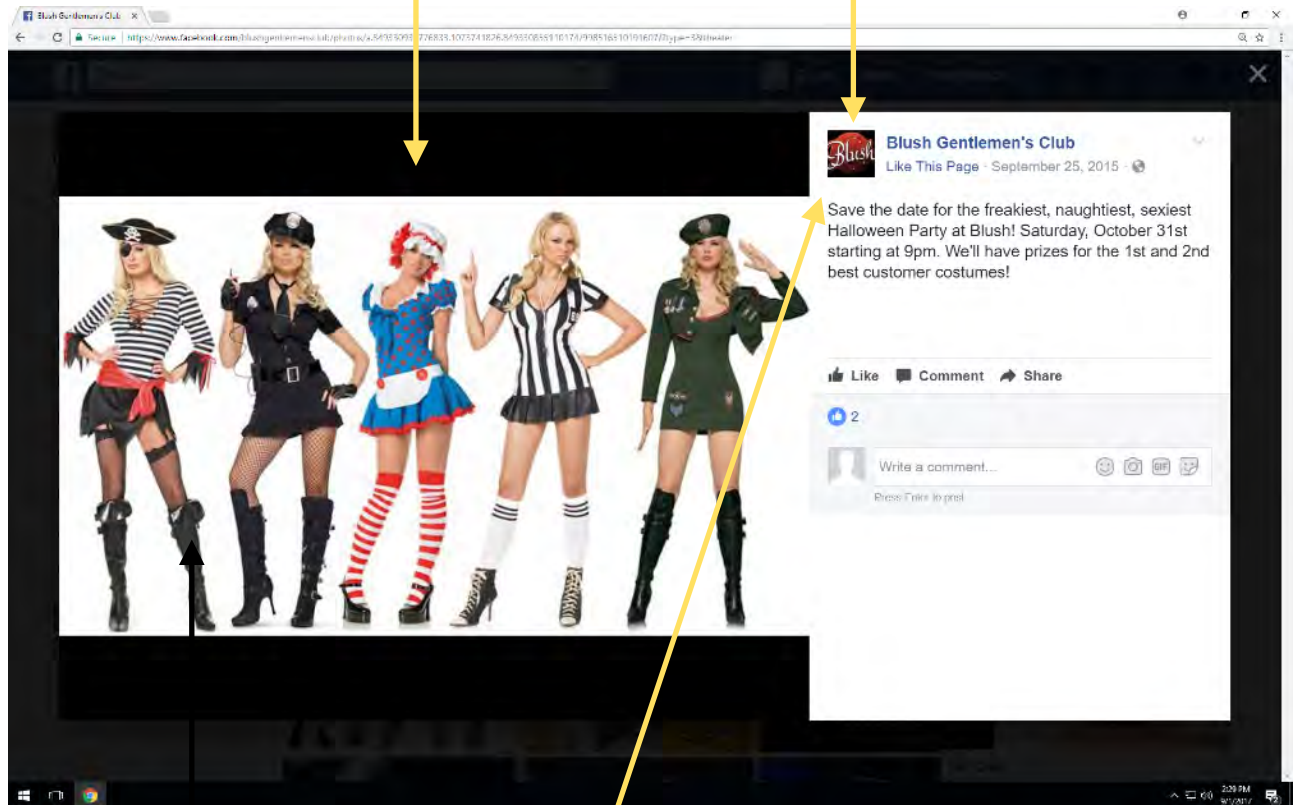
Form 1099-MISC www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

06/54/250855810171



Kim Cozzens

Social Media Use



Advertising.
Blush Gentlemen's Club attached to Ms. Cozzen's image

Original Image of Ms. Cozzens
The product is a Halloween costume



Search...

[Adult Costumes](#) [Kids Costumes](#) [Popular Themes](#) [Accessories](#) [Sale & Clearance](#) [Cart](#)

[Home](#) / [Rag Doll Costumes](#)



Womens Sexy Ragdoll Costume

Item: P1415

This item (P1415) is not currently available for purchase.

1.7K
Like

Description

- Taking storybook fun to a new level with adult costumes
- This sexy ragdoll costume for women is bright colored and has that come and get me look
- Costume includes polka dot apron dress with petticoat, striped stockings, and bonnet

View More Information

Find more products like this in: [Storybook Costumes](#) • [Rag Doll Costumes](#) • [Leg Avenue Costumes](#)

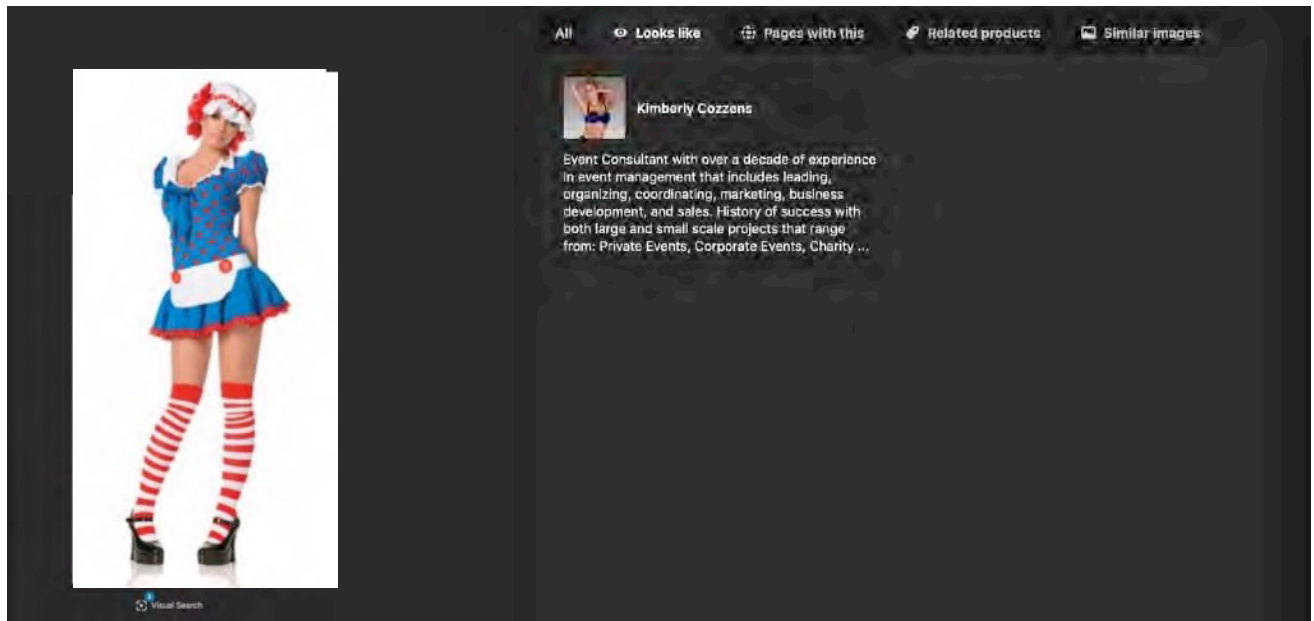
Sizing

Guarantee & Returns

[f](#) [t](#) [p](#) [g+](#) [v](#)

Customers Who Viewed This Item Also Viewed

Bing search of image identifies Kimberly Cozzens



KIMBERLY COZZENS

Ms. Cozzens provided over 40 Earning documents. Ms. Cozzens shows a yearly income from 1 client in 2012 of over [REDACTED] for a one day shoot. Ms. Cozzens shows a yearly income from one client (Dodge) in 2013 of over [REDACTED] for a one day shoot. Ms. Cozzens shows a yearly income from one client in 2014 (Reuse of Dodge) of over [REDACTED] for a one day shoot. One day shoot for a Dodge TV commercial running for 2 years paid Ms. Cozzens over [REDACTED]. Ms. Cozzens has multiple year contract with a min guarantee. Ms. Cozzens was paid [REDACTED] for a one day photo session in a non speaking Martini Rossi TV commercial. Breakdown was Time on Set of [REDACTED] and [REDACTED] usage for US TV residuals for a 1 year period.

There is no straight line rate for Ms. Cozzens for the image used by Blush Gentlemen's Club as she has not worked for a Gentlemen's Club.

For all the work that Ms. Cozzens has been paid to shoot or post she has consented to and endorsed the products being advertised. Each assignment has varied depending upon the product being promoted, the time taken to shoot, the distribution of her image, the way in which her images were distributed, the time period of exposure of her images, what else was required by client of Ms. Cozzens' time, the number of social media postings and if exclusivity was required.

Ms. Cozzens' history of work and compensation has been contracted and negotiated following the same procedure and methodology as I have recreated in this report to establish a fair market value for the use of Ms. Cozzens' image. The main difference and underlying factor determining day rate is the product being advertised. Blush Gentlemen's Club promoted Ms. Cozzens' as the product.

As an agent of 30 years experience and considerations of all the factors listed in my report I have quoted a \$20,000 Day rate for Ms. Cozzens for the use by Blush Gentlemen's Club.

It is important to note that a quoted Day Rate is for the model's time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood that above and beyond that rate that 'usage' rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product. All usages are negotiated and attract negotiated payments.

KIMBERLY COZZENS

Calculation of Fair Market Value for Images Used *cont.*

Blush Gentlemen's Club used one image of Ms. Cozzens.

Image 1.

Ms. Cozzens' image was used by Blush Gentlemen's Club to advertise their company and their services. Ms. Cozzens' image was distributed world wide on Social Media.

Usages:

- Advertising. “ Blush Gentlemen's Club” attached to Ms. Cozzens' image. (\$20,000)
- Social Media; Ms. Cozzens' image was distributed worldwide on Social Media on Blush Gentlemen's Club's Facebook page . (\$20,000)

Kimberly Cozzens' actual fair market value for use of her images by Blush Gentlemen's Club are \$40,000

Background/Bio

Jaime Faith Edmondson comes from a family of police officers. Ms. Edmondson graduated from Florida Atlantic University with a degree in Criminal Justice in 2002. She worked the night shift as a police officer in Boca Raton, Florida for two years until quitting the police force to become a cheerleader for the Miami Dolphins. Ms. Edmondson and fellow Miami Dolphins cheerleader Cara Rosenthal were participants in the competitive reality TV series "The Amazing Race 14."

Ms. Edmondson was the Playmate of the Month in the January, 2010 issue of "Playboy." She has been a sports blogger for Playboy online and co-host of Sirius Fantasy Sports Radio. She appeared on "The Bunny House" documentary, in the Trace Adkins video for "This Aint No Love Song" and numerous other television, print, radio and online outlets.

Ms. Edmondson is married to MLB Superstar Evan Longoria MLB superstar of the Tampa Bay Devil Rays and have 2 children.



Jaime Edmondson Longoria

Consider;


- All relevant points as listed above.
- Ms. Longoria is now a full time wife and mother.
- Ms. Longoria has had day rates for the commercialization of her image of \$25,000.
- Ms. Longoria was a feature contestant on "The Amazing Race" where she came in as runner up.
- Other factors that must be considered in negotiations for the use of Ms. Longoria's image is that she is the wife of a current MLB star (Evan Longoria) and current player who has a [REDACTED] contract.

[https://twitter.com/jaimeedmondson?](https://twitter.com/jaimeedmondson?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor)
[ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor](https://www.imdb.com/name/nm3276723/)
<https://www.imdb.com/name/nm3276723/>
<https://www.instagram.com/jaimefaithedmondson/?hl=en>
<https://www.instagram.com/jaimefaith3/?hl=en>
<https://www.facebook.com/jaime.edmondson.5>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

Attached;

- Playboy Playmate of the Month contract



Jaime Edmondson & Cara Rosenthal

Former NFL Cheerleaders
Season 14
2nd place

"We were solid racers when it came to the actual tasks but the luck with the taxis was a killer. We're hoping that turns around this time!"

August 5, 2009

PLAYBOY

Jaime Faith Edmondson
3606 NW 5th Terrace
Boca Raton, FL 33431

Dear Jaime:

Congratulations on being chosen as a finalist for selection as a Playboy "Playmate of the Month." Accordingly, we will arrange your Playmate photography sessions. If you satisfactorily complete these sessions and are selected and published as "Playmate of the Month," you will receive [REDACTED] and valuable publicity, plus have the opportunity to be considered as Playboy's "Playmate of the Year."

For your part, you agree to:

A. cooperate with us and make yourself available for:

1. the still photography sessions required for the "Playmate of the Month" and, if chosen, "Playmate of the Year" features, including the promotion and production of events connected with winning either title;
2. filming sessions (which may include behind the scenes video and audio recording) connected with the production of any film, TV, video, internet or mobile/programming that relate to either the "Playmate of the Month" or "Playmate of the Year" title;
3. additional still photography or filming sessions in connection with being selected to either above title after your Playmate feature has been published, which may include, but not be limited to, Playboy's international editions, Playboy websites, *Playmate Review* and *Playmate Calendar*, for which you will be paid additional modeling fees at Playboy's prevailing Playmate modeling rates;
4. up to 20 days of promotional appearances during the month your issue of the magazine is on-sale (you will be paid additional promotional fees at Playboy's prevailing rates should you exceed the 5 days); and
5. at least one one-hour online chat on Playboy's website while your issue is on the newsstand;

- B. keep your appearance and personal conduct above reproach so as to maintain your promotional value to yourself and Playboy;
- C. use the same professional name that you are published under both during and after your reign as "Playmate of the Month" and, if chosen, "Playmate of the Year;"
- D. make personal appearances and tours at Playboy's request in this country and elsewhere, for which you will be paid actual reasonable expenses plus Playboy's usual fees;
- E. take delivery of any prizes you may receive from or through Playboy by a date we will set (you will be responsible for any taxes, insurance, license fees and maintenance costs for such prizes; PLEASE NOTE: PLAYBOY WILL WITHHOLD INCOME AND OTHER PAYROLL TAXES AS REQUIRED BY LAW);
- F. acknowledge that we are the only owner of all rights in the names, titles and trademarks "Playboy," "Playmate," "Playmate of the Month," "Playmate of the Year," (or any other title or designation that contains the mark "Playmate"), "Centerfold," "PMOY" and "MISS [e.g. January ...]" and your selection as Playmate of the Month or Playmate of the Year does not change that nor gives you any rights in those names or any variations thereof. You may only use Playboy marks to truthfully describe yourself in an editorial, non-prominent fashion, and may not use the marks in a commercial manner or in any manner that would suggest sponsorship or endorsement by Playboy. The following are examples, without limitation, of unacceptable uses of Playboy marks: (a) as a heading on your home page, or as a component of your domain name; (b) to advertise, promote or sell products or services; (c) as an advertising banner of any kind or a banner for the purpose of creating a link between your website and other websites; or (d) repetitively in your metadata. You may use the Rabbit Head Design trademark only as a link from your personal page to HYPERLINK "<http://www.playboy.com>" www.playboy.com. You can obtain this mark from HYPERLINK "<mailto:jlewandowski@playboy.com>" jlewandowski@playboy.com. No other use of the Rabbit Head Design is acceptable. Any use of these marks or any other Playboy mark or any variation or similar mark at any time after the date hereof must be approved in writing by Playboy. You may not use any copyrighted material or images owned or controlled by Playboy, except for thumbnail images of (i) covers of the issues in which you appeared; and (ii) covers of the issues that you are selling, however, such thumbnail images must not be expandable. Further, you grant us and us

- Q. if Playboy decides, through no default on your part on the terms of this agreement, to cancel your Playmate project before all elements of your feature are complete and your feature is published, you will be entitled to keep any (but only) those moneys paid to you to that date of cancellation.
- R. Playboy will use reasonable efforts to attempt to obtain for you a domain name on the World Wide Web in your name for the term of this agreement (two years).

If you are chosen as "Playmate of the Year" you will receive additional cash and prizes to be determined by Playboy at the time of your selection.

Finally, you agree that your services are unique and of such value that their loss would cause us irreparable injury that could not be compensated solely by money and, therefore, we will be entitled to equitable relief if you fail to honor your obligations.

We are delighted to have you associated with Playboy and want to help you in every way possible to do an outstanding job for our mutual benefit. Please feel free to consult with any of the photo editors if you have any questions regarding your obligations and activities related to being a Playmate.

Sincerely,

PLAYBOY ENTERPRISES
INTERNATIONAL, INC.

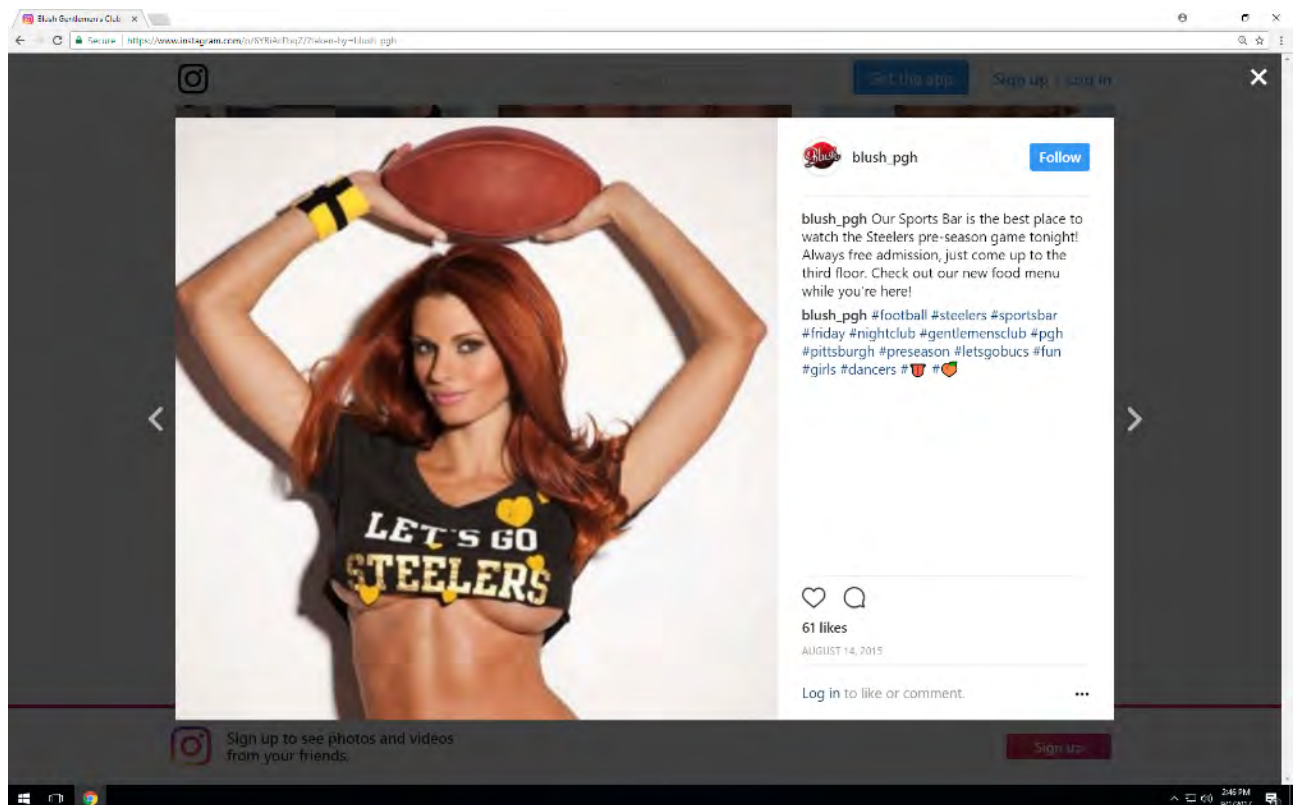
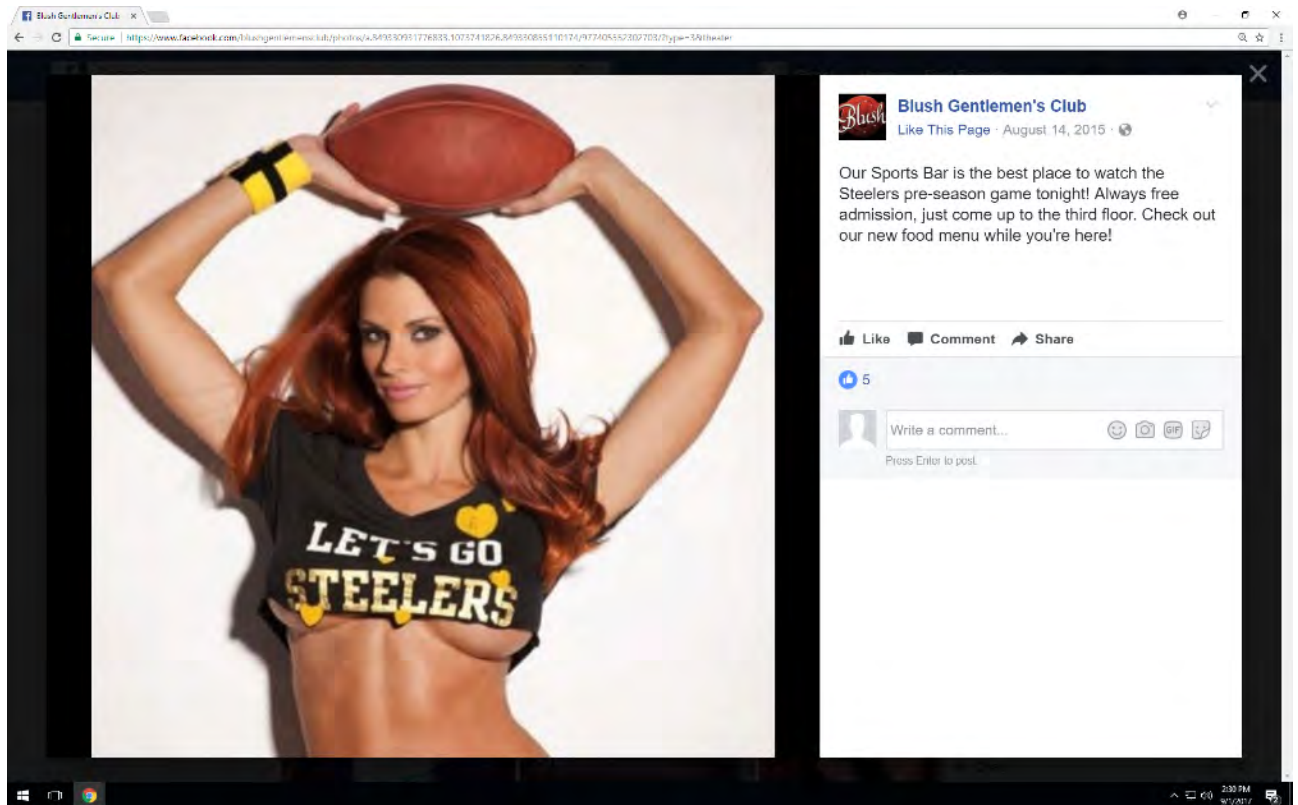
By Stephanie Morris
Title West Coast Photo Editor

ACCEPTED AND AGREED TO:

By Jaime Faith Edmondson

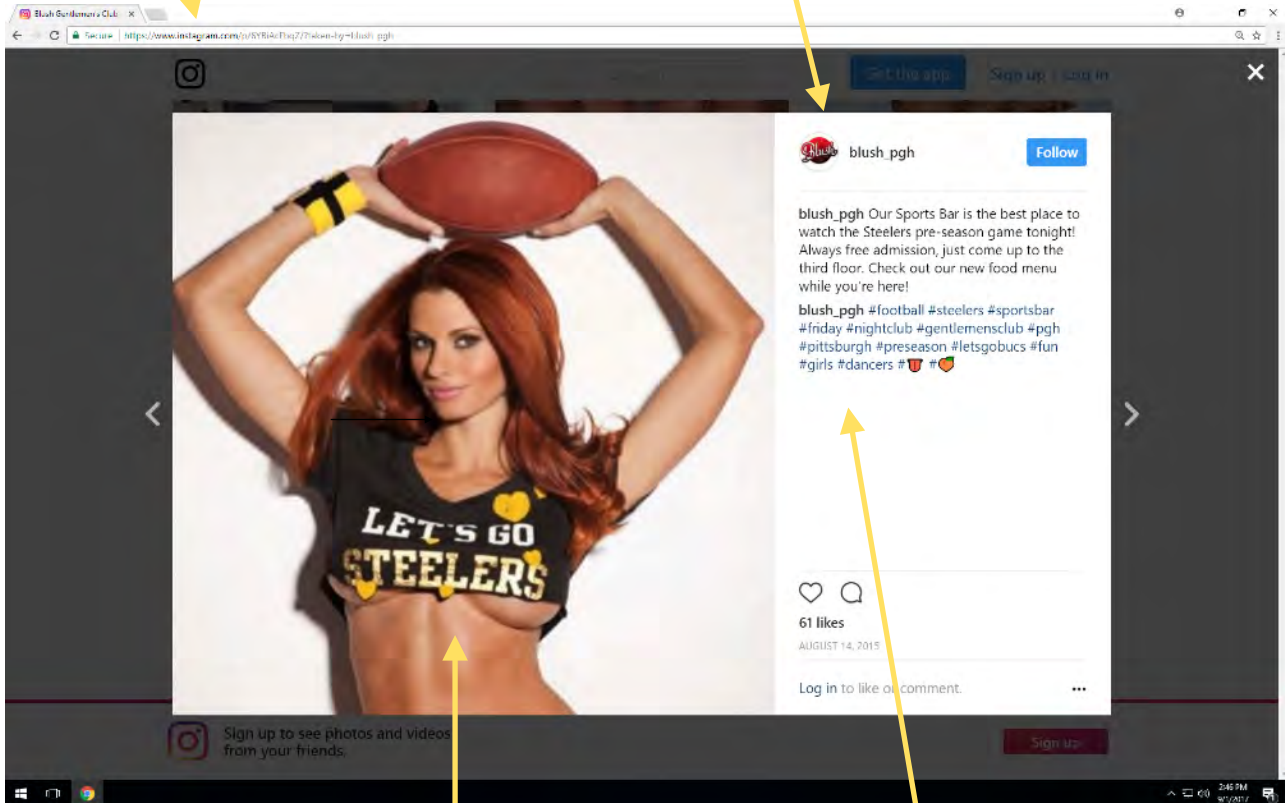
Professional or Business Name

Jaime Edmondson Longoria
Use by Defendant



Social Media Use

Advertising “BLUSH” attached
to image

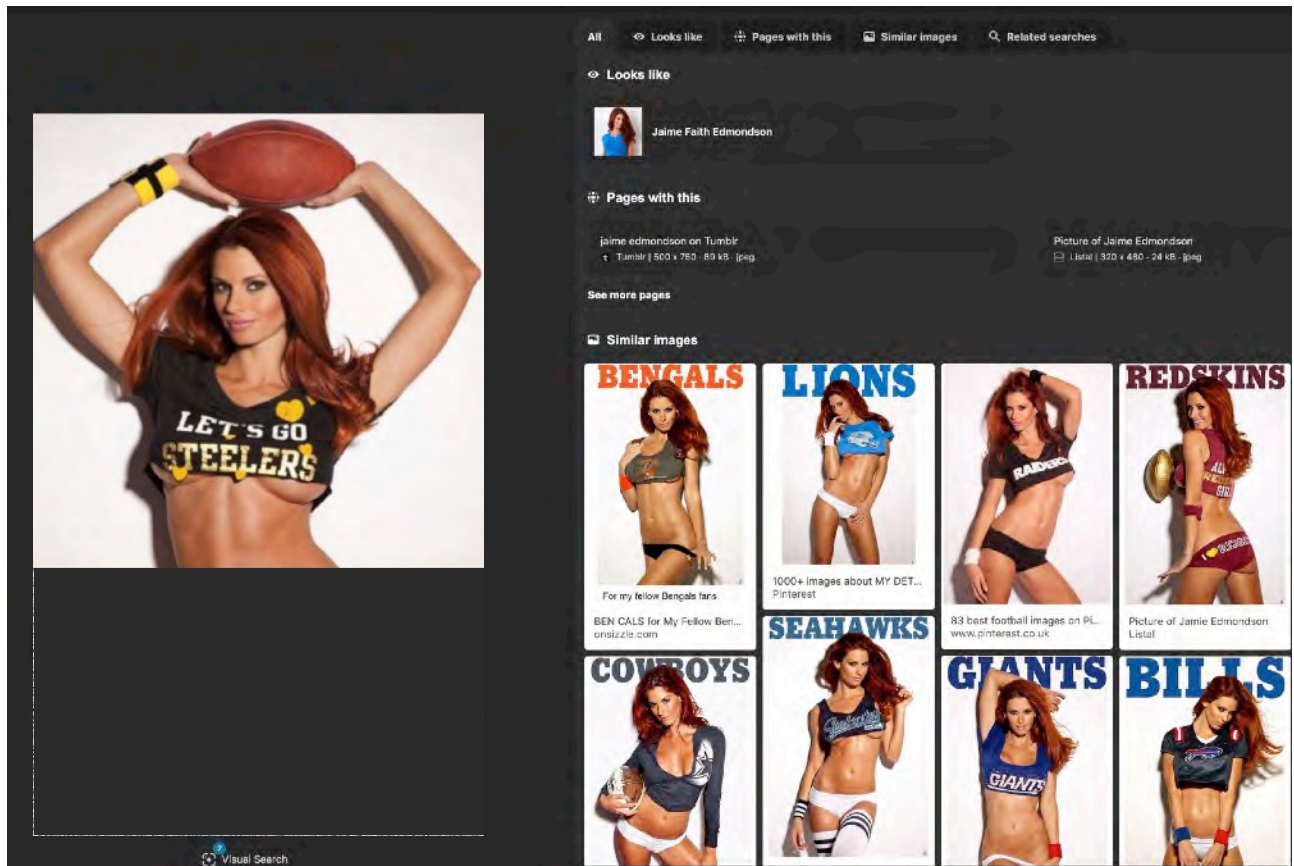


Jaime Longoria

Branding Use
“#Girls #Dancers

Jaime Edmondson Longoria

*A [bing.com](https://www.bing.com) image search clearly identifies the Model by name



Calculation of Fair Market Value for Images Used

Ms. Longoria over her career has been paid Day Rates of between \$2,000 and \$25,000 and extra rates for the usages attached to those assignments. For the majority of those assignments Ms. Longoria was engaged by a Client to advertise and promote a product. Blush Gentlemen's Club Gentlemen's Club used an image of Ms. Longoria to promote their club, promote events at their club and to showcase Ms. Longoria as 'the product' available as their club.

Ms. Longoria was named Playboy Playmate of the Month. For a one day shoot and 5 promotional day's that were not utilized Ms. Longoria was paid [REDACTED]. The accompanying title of PPOM is more valuable in promoting Ms. Longoria further into her career and helped in obtaining her a role on the TV show "*The Amazing Race*". The exposure Ms. Longoria achieved through this TV show is difficult to assign a numerical dollar value but must be considered in all negotiations for Ms. Longoria moving forward.

Ms. Longoria is married to Major League Baseball superstar Evan Longoria. This fact is also relevant as it is a legitimate and influential negotiation point when dealing with Ms. Longoria as a model or as a Celebrity. Again it is difficult to place a numerical valuation on this fact but would be considered in all negotiations. It is also extremely relevant as at the time of Blush Gentlemen's Club use of Ms. Longoria's image her husband was playing in the MLB.

Ms. Longoria has never worked for a gentlemen's club so there is no straight line rate comparable but Playboy's use does give some what similar use where Ms. Longoria is promoted by the Magazine.

After considering all the factors listed in my report and based on my experience and expertise in this industry, when negotiating a rate of compensation for Jaime Edmondson Longoria for the identified images used by Defendant, at a *minimum*, I would quote a day rate of \$20,000.

It is important to note that a quoted Day Rate is for the model's time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood that above and beyond that rate that 'usage' rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product. All usages are negotiated and attract negotiated payments.

Calculation of Fair Market Value for Images Used cont.

Blush Gentlemen's Club used one image of Ms. Longoria.
Image 1.

Ms. Longoria's image was used by Blush Gentlemen's Club to advertise their company and their services. Blush Gentlemen's Club distributed Ms. Longoria's image worldwide on Social Media.

Usages:

- **Advertising:** “ Blush Gentlemen's Club ” attached to Ms. Longoria's image.
- **Social Media:** Ms. Longoria's Image used on Blush Gentlemen's Club Club Social Media pages.
- **Branding:** Ms. Longoria's Image was tagged with language that implied she would be in attendance at the club and available for patrons. Ms. Longoria's image was tagged. #Dancer.

Advertising including Ms. Longoria's time on set :	\$20,000
Distribution of Ms. Longoria's Image on Social Media :	\$20,000
Branding of Ms. Longoria's Image;	\$20,000

Jaimie Longoria's actual Fair Market Value for use of her image by Blush Gentlemen's Club Club are \$60,000

JENNIFER WALCOTT ARCHULETA**Background/Bio**

Jennifer Walcott Archuleta is, and at all times relevant to this action was, is an American model, actress, and reality TV star. Ms. Archuleta was chosen the Playmate of the Month for August 2001 and subsequently launched her own website, appearing in many Playboy magazines. Ms. Archuleta was chosen by Carmen Electra to model for her celebrity guest photographer photo shoot on playboy.com.

Ms. Archuleta has appeared in several music videos, including videos for Justin Timberlake, Stereophonic and Marc Anthony. Ms. Archuleta was on the Playboy Xtreme team. During her first pregnancy, she appeared on the cover of Holistic Health Magazine. Ms. Archuleta has posed in and for the covers of Moves, American Curves, Muscle & Fitness, Hers, Physical, Iron Man, VP Racing Fuel, Playboy swimsuit calendar, Performance Audio and Sound, A to Z, Playboy Catalog, Planet Muscle, 944, Stun, Matco calendar, Flirt Catalog, People magazine and many Playboy Special Editions. In 2005, Walcott along with Scarlett Keegan and Destiny Davis, were given keys to Las Vegas by the mayor in appreciation for posing for a calendar promoting the city.

In 2005, Ms. Archuleta appeared in American Pie: Band Camp. In 2008, Ms. Archuleta was in the movie The Pool Boys. Ms. Archuleta was the spokesperson for Ciclon Rum and a Bally's Slot Machine. Ms. Archuleta has appeared on many television shows such as Weakest Link, Street Smarts, Dog Eat Dog, Wild On!, Russian roulette, Howard Stern, MTV Cribs, Entertainment Tonight, Best Damn Sports Show Period, Ripley's Believe It or Not, The Other Half, and has been featured on E! True Hollywood Story (Football wives) and Mom Time.

Ms. Archuleta has co-hosted a local advice show in Arizona called Mom Time TV. She is currently living in Arizona, and raising three children with her husband and former NFL safety Adam Archuleta who has worked as a major network commentator and analyst.



Consider;

- All relevant points as listed above.
- Ms. Archuleta is still widely known for her model and Playboy work.
- Commercialization of her image.
- Ms. Archuleta has a Playmate of the Month contract for [REDACTED]
- Ms. Archuleta's husband is on Prime Time as a NFL commentator.

https://en.wikipedia.org/wiki/Jennifer_Walcott

<https://www.instagram.com/jenniferwalcott/?hl=en>

<https://www.facebook.com/therealjenniferwalcott/>

<https://twitter.com/jenniferwalcott?lang=en>

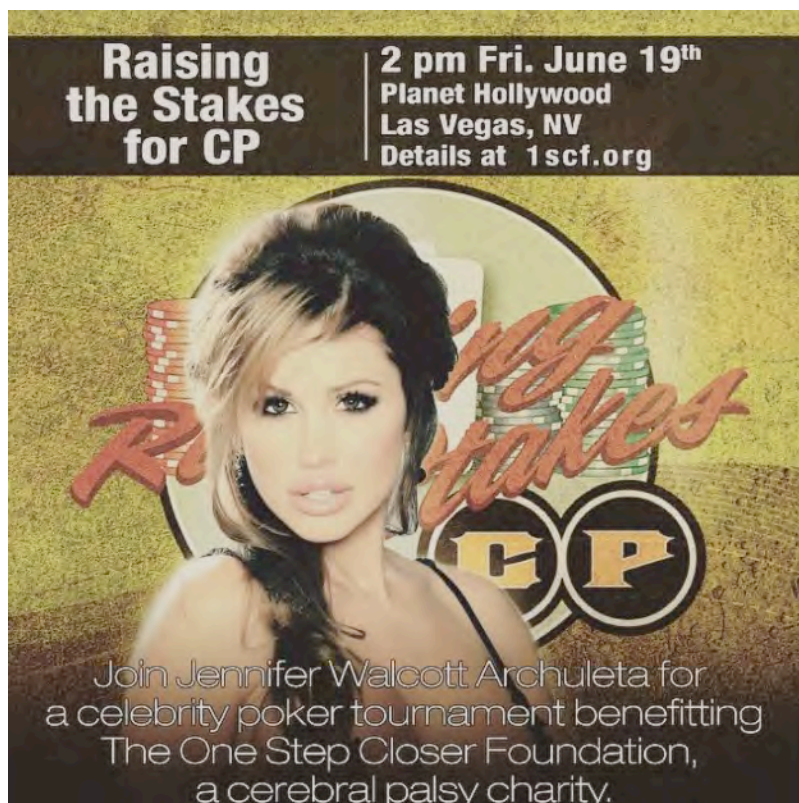
<https://bustedcoverage.com/2014/04/29/adam-archuletas-wife-jennifer-walcott-is-still-posing-in-bikinis/>

<https://www.imdb.com/name/nm1320403/>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

Attached;

- Playboy Playmate contract for [REDACTED]
- License and revenue share contract



PLAYBOY

March 29, 2001

Jennifer Walcott
1825 S. Beverly Glen #204
Los Angeles, CA 90025

Dear Jennifer,

Congratulations on being chosen as a finalist for selection as a Playboy "Playmate of the Month." Accordingly, we will arrange your Playmate photography sessions. If you satisfactorily complete these sessions and are selected and published as "Playmate of the Month," you will receive [REDACTED] and valuable publicity, plus have the opportunity to be considered as Playboy's "Playmate of the Year."

For your part, you agree to:

A. cooperate with us and make yourself available for:

1. the still photography sessions required for the "Playmate of the Month" and, if chosen, "Playmate of the Year" features, including the promotion and production of events connected with winning either title;
2. filming sessions (which may include behind the scenes video) connected with the production of any film, TV, home video or Web programming that relate to either the "Playmate of the Month" or "Playmate of the Year" title;
3. additional still photography or filming sessions in connection with being selected to either above title after your Playmate feature has been published, which may include, but not be limited to, Playboy websites, *Playmate Review* and *Playmate Calendar*, for which you will be paid additional modeling fees at Playboy's prevailing Playmate modeling rates;
4. up to 20 days of promotional appearances during the month your issue of the magazine is on-sale (you will be paid additional promotional fees at Playboy's prevailing rates should you exceed the 20 days); and
5. at least one one-hour online chat on Playboy's website while your issue is on the newsstand;

B. keep your appearance and personal conduct above reproach so as to maintain your promotional value to yourself and Playboy;

the above payment schedule represents the "gross" fees you will be paid; as "Playmate of the Month" you will be categorized as an "on-call" employee of Playboy; this employment status requires Playboy, by law, to withhold from your paychecks federal and state income tax, Social Security and Medicare taxes, and any other applicable payroll taxes;

- P. if Playboy decides, through no default on your part on the terms of this agreement, to cancel your Playmate project before all elements of your feature are complete and your feature is published, you will be entitled to keep any (but only) those moneys paid to you to that date of cancellation. However, if your Playmate feature is canceled for your failure to abide by any of the terms of this agreement, Playboy will not be obligated to pay you any further fees and, in fact, may be due a full or partial refund of the portion of the Playmate fees already paid to you.
- Q. Playboy will use reasonable efforts to attempt to obtain for you a domain name on the World Wide Web in your name for the term of this agreement (two years).

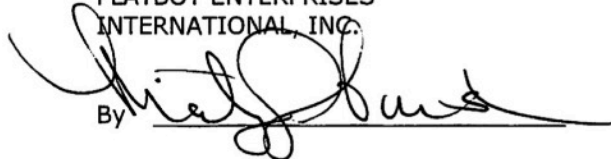
If you are chosen as "Playmate of the Year" you will receive additional cash and prizes to be determined by Playboy at the time of your selection.

Finally, you agree that your services are unique and of such value that their loss would cause us irreparable injury that could not be compensated solely by money and, therefore, we will be entitled to equitable relief if you fail to honor your obligations.

We are delighted to have you associated with Playboy and want to help you in every way possible to do an outstanding job for our mutual benefit. Please feel free to consult with any of the photo editors if you have any questions regarding your obligations and activities related to being a Playmate.

Sincerely,

PLAYBOY ENTERPRISES
INTERNATIONAL, INC.

By 

Title _____

ACCEPTED AND AGREED TO:

By 
JENNIFER WALCOTT

PMAGT TU 03-23-01 HS:MAK:SK:SD:ASJ

VIDEO DISTRIBUTION AGREEMENT

- A. LICENSOR: Jennifer Walcott
- B. LICENSEE: Tahi Entertainment Group, Inc.
- C. PICTURE: Wild Party Girls video currently titled "Jennifer Walcott WPG Host".
- D. TERRITORY: The World
- E. TERM: Perpetuity
- F. RIGHTS: Exclusive home video rights (including, without limitation, DVD), but excluding theatrical, broadcast, telecast, video-on-demand, live performance, Internet and merchandising rights.
- G. SERVICES: Licensor shall provide hosting and modeling services for two days, tentatively scheduled April 26th and 27th, 2006, but allowing for one day to be rescheduled due to inclement weather, within seven days of cancellation. Licensor understands and acknowledges that full nudity will be required as outlined in attachment A.
- H. COMPENSATION: Licensee shall pay to Licensor: (i) [REDACTED] and a royalty of (ii) [REDACTED] for each "Wild Party Girls Jennifer Walcott WPG Host" Picture that is sold beginning with the Three Thousand and first (3001) unit and continuing forever thereafter.
- I. ACCOUNTING: Royalty will be due and payable to Licensor on a monthly basis no later than the fourteenth (14th) day of the month immediately following each month sales are made. Each Royalty payment shall be accompanied by a "Monthly Report" detailing the number of pieces shipped. Licensee shall have the right to subtract credits and/or returns from any previous months sales.
- J. FINAL CUT: Licensor shall have the right to review the "Jennifer Walcott WPG Host" picture and request any reasonable changes. The request for changes must be received in writing within Forty Eight (48) hours of receipt of picture by Licensor. Licensee agrees to make requested changes.
- XI. STANDARD TERMS:
1. Indemnification: Licensee shall defend, indemnify, and hold harmless Licensor and its successors, assigns, and employees, officers and directors from and against any and all liability, loss, damage, cost and expense, including without limitation, outside attorney's fees, incurred by Licensor arising out of Licensee's activities with respect to the Picture or this Agreement, including in connection with any manufacture, reproduction, advertising, promotion, or distribution of Units, the transmission of any copies of the Picture or materials related to the Picture, or any breach of this Agreement by Licensee, including any breach of any warranty or representation made by Licensee hereunder.

Use by Defendants



Blush Gentlemen's Club

Like This Page · July 4, 2015 ·

Happy 4th of July! So proud to live in the USA where we have lots of sexy T&A! #USA

Like Comment Share

9



Write a comment...

Suggested Groups

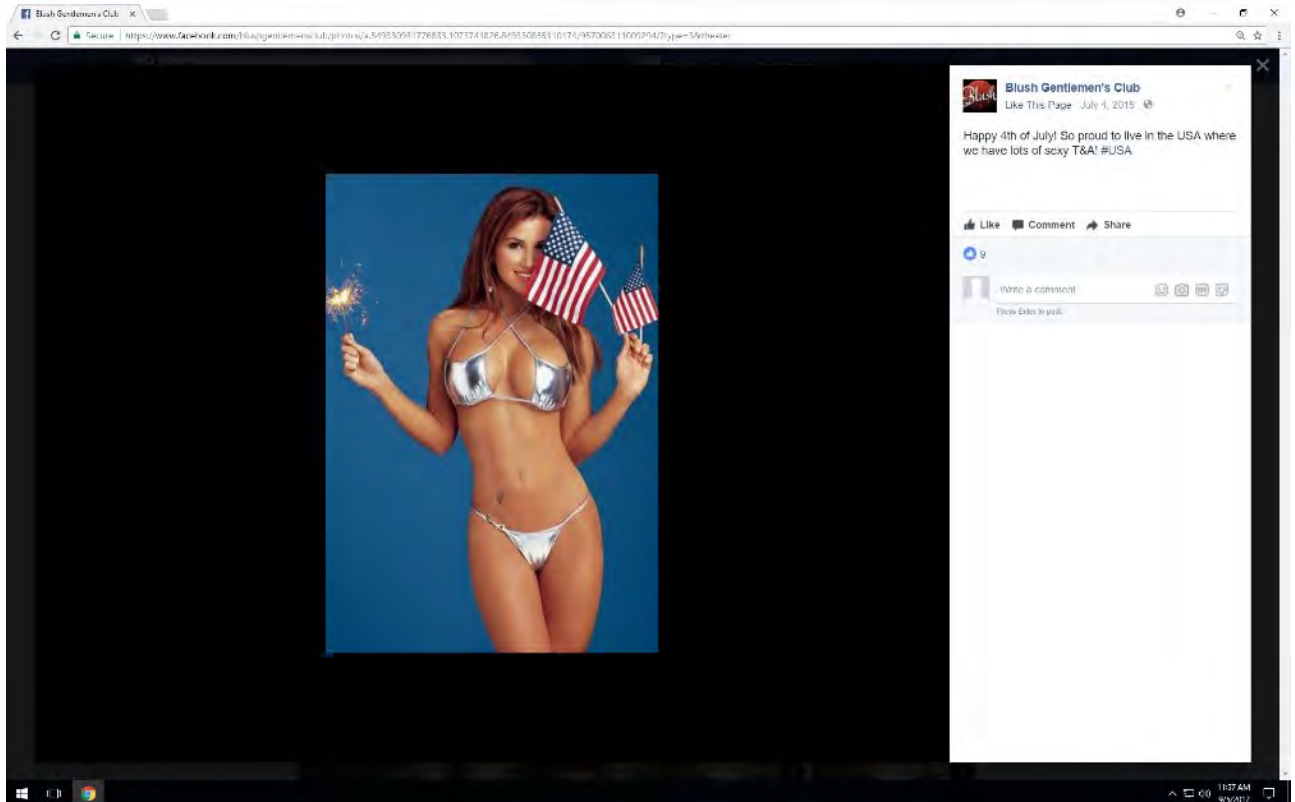
See All



Black Travel Movement

2 friends · 256,237 members

Join

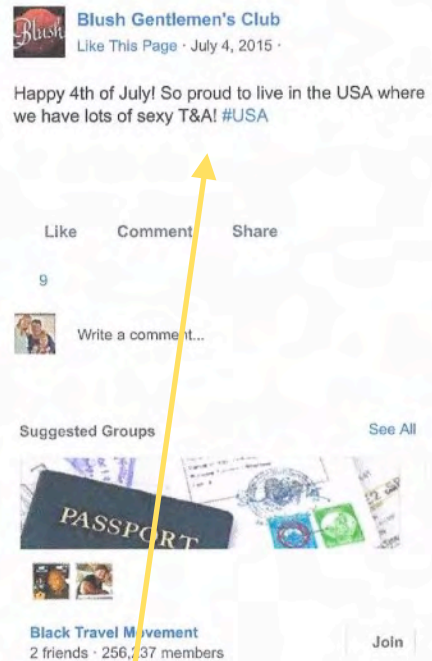


Jennifer Archuleta



Advertising "BLUSH" attached to image

Social Media Use



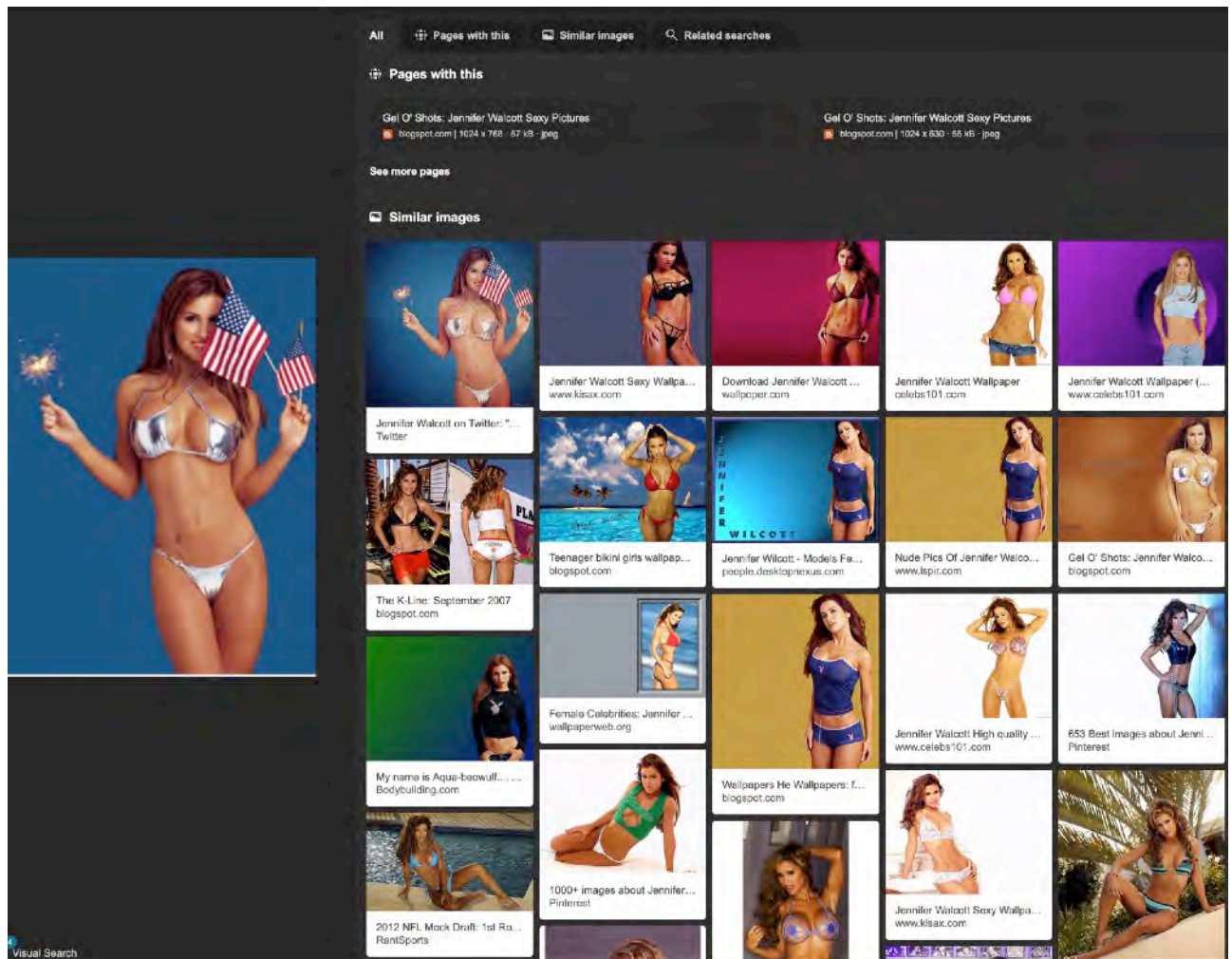
Branding Use
"We have lots of sexy T & A"

JENNIFER ARCHULETA Original image



JENNIFER ARCHULETA

bing.com search identifies Ms. Archuleta



JENNIFER WALCOTT ARCHULETA

Ms. Archuleta was a Playboy Playmate of the month and has worked for numerous other assignments with day rates varying from [REDACTED] per day to Licensing deals at [REDACTED] for a shoot plus royalties.

Ms. Archuleta's Playboy contract was valued at [REDACTED] including up to 20 promotional days.

Negotiations of a day rate for Ms. Archuleta for a Gentlemen's club such as Rick's that promoted Ms. Archuleta as the 'product' available at their club and tagged her with "Fully Nude Entertainers" would not have a straight line comparable rate.

Ms. Archuleta's husband played many years as a NFL star player and continued on after his career ended as a NFL commentator would be considered. No numerical weight can be placed on this fact but as NFL games are often broadcast in gentlemen's clubs it is worthy of note.

Ms. Archuleta's work for Playboy where she was promoted as a beauty and titled Playmate of the Month would be comparison of a rate. Again Playboy's prestige and the continuation of more work from Playboy and the fact that Ms. Archuleta consented to the assignment should be seriously noted.

It is important to note that a quoted Day Rate is for the model's time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood that above and beyond that rate that 'usage' rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product (Blush's use of Ms. Archuleta's image makes her the product) . All usages negotiated and attracting negotiated payments.

After considering all the factors listed in my report and based on my experience and expertise in this industry, when negotiating a rate of compensation for Jennifer Archuleta for the identified images used by Defendant, at a *minimum*, I would quote a day rate of \$15,000.

Calculation of Fair Market Value for Images Used

Blush Gentlemen's Club used one image of Ms. Archuleta.

Image 1

Ms. Archuleta's image was used by Blush Gentlemen's Club to advertise their company and their services. Blush Gentlemen's Club distributed the images on Social Media. Blush Gentlemen's Club used Ms. Archuleta's image as Branding by using language attached to her image. Implying that Ms. Archuleta worked at Blush Gentlemen's Club or would be in attendance at the club.

The minimum rate would be \$15,000 that would cover Ms. Archuleta's day rate and includes advertising. An additional \$15,000 would be quoted for the use of distribution worldwide on Social Media. A minimum \$15,000 would be quoted for Branding use of Ms. Archuleta's image.

Usages:

- Advertising. "Blush Gentlemen's Club" attached to Ms. Archuleta's image. (\$15,000)
- Social Media: Ms. Archuleta's Image used on Blush Gentlemen's Club FaceBook page. (\$15,000)
- Branding: Blush Gentlemen's Club used Ms. Archuleta's image for Branding and attached "We have plenty of Sexy T&A" to her image.

Jennifer Archuleta's actual fair market value for use of her images by Blush Gentlemen's Club are \$45,000

JESSICA BURCIAGA**Background/Bio**

Jessica Burciaga is a successful businesswoman, professional model and actress with numerous accomplishments. Ms. Burciaga's business ventures include a women's online clothing boutique, www.SailorandSaint.com, a hugely successful hair accessory company, Burciaga Blends (<https://www.bellamihair.com/pages/jessica-burciaga>) and a popular kitch brand. (crushglow.com.)

As a model, Ms. Burciaga won Stuff Magazine's "Neighborhood Knockout" contest, appeared as a ring girl in EA Sports Fight Night Round 3 video game, was a Playboy Playmate of the Month in the February 2009 issue of "Playboy", and was featured in Maxim, Import Tuner, Modified Magazine, Performance Auto & Sound, Show Latina, and Lowrider Magazine, among others. As an actress, Ms. Burciaga has appeared as herself in several episodes of "The Girls Next Door" reality TV series.

Ms. Burciaga has a tremendous web and social media presence, including having over 1.6 million Instagram followers, 200,000 Twitter subscribers, and 300,000 followers on Facebook. Ms. Burciaga's earning potential has increased over the last few years, due in part to her growing fame, notoriety, popularity and business savvy.



Consider;

All relevant points as listed above.

Jessica Burciaga is a model and businesswoman.

- Ms. Burciaga has over 2 million social media followers.
- Ms. Burciaga is the face of her many business' (Burciaga Blends, Crush Glow and Sailor and Saint)
- A fee of [REDACTED] for the use of her image as Face of Burciaga Blends plus monthly revenue share.
- Ms. Burciaga has established a day rate of \$50,000 plus , [REDACTED] plus and more.

<https://www.instagram.com/jessicaburciaga/?hl=en>
<https://twitter.com/jessicaburciaga?lang=en>
https://www.imdb.com/name/nm3472443/?ref_=nmbio_bio_nm
https://de.wikipedia.org/wiki/Jessica_Burciaga
<https://poshmark.com/brand/Sailor%20and%20saint>
<https://www.instagram.com/sailorandsaint/?hl=en>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

Attached;

- Contract Sailor and Saint Clothing line for Face of Company [REDACTED]
- Playboy Playmate of the Month Contract [REDACTED].

The screenshot displays the ChynnaDolls website. At the top, the logo "chynna dolls .com" is visible. Below the logo is a navigation bar with social media icons (Facebook, Twitter, YouTube, Instagram, Google+, etc.) and a search bar. To the right of the search bar are links for "ACCOUNT", "USD", "MY CART", and a shopping cart icon showing "0" items. The main content area features a header "HOME / JESSICABURCIAGA x CHYNNADOLLS" and a sub-header "JessicaBurciaga x ChynnaDolls". Below this, there is a "Sort by" dropdown menu set to "Featured". Three product images are shown in a row, each featuring Jessica Burciaga in a different swimsuit. The first image shows her in a floral one-piece swimsuit, labeled "Delano: Halter Deep Plunge One Piece in Tropical Hibiscus" for \$79.99. The second image shows her in an orange one-piece swimsuit, labeled "Delano: Halter Deep Plunge One Piece in Rust" for \$79.99. The third image shows her in a red one-piece swimsuit, labeled "Jessie: Tie Top Swimsuit w/ High Rise Bottoms in Red Rib" for "From \$ 44.99 - \$ 59.99". A "Message Us" button is located at the bottom right of the third product image.

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

EARNING DOCUMENTS	
Playboy Playmate of the Month Contract 1 day shoot	████████
Contract Sailor and Saint Clothing line for Face of Company	████████
Bellami Hair Celebrity Endorsement agreement 15%Net sales	
Burciaga Blends Sales agreement	
PayPal statement	
Crush Glow Contract	████████
Dash Radio Contract	
Sailor and Saint bank statements and payments	
44 x Work invoices Numerous Clients	
8 pdf Invoices.	

PLAYBOY PLAYMATE OF THE MONTH CONTRACT EXCERPTS.

- Outline
- Agreement
- Compensation

* Full contract provided separately.

**Jessica Burciaga
2456 W. Orangethorp
Fullerton, CA 92833**

Dear Jessica:

Congratulations on being chosen as a finalist for selection as a Playboy "Playmate of the Month." Accordingly, we will arrange your Playmate photography sessions. If you satisfactorily complete these sessions and are selected and published as "Playmate of the Month," you will receive [REDACTED] and valuable publicity, plus have the opportunity to be considered as Playboy's "Playmate of the Year."

For your part, you agree to:

A. cooperate with us and make yourself available for:

- 1. the still photography sessions required for the "Playmate of the Month" and, if chosen, "Playmate of the Year" features, including the promotion and production of events connected with winning either title;**
- 2. filming sessions (which may include behind the scenes video and audio recording) connected with the production of any film, TV, video, internet or mobile/programming that relate to either the "Playmate of the Month" or "Playmate of the Year" title;**
- 3. additional still photography or filming sessions in connection with being selected to either above title after your Playmate feature has been published, which may include, but not be limited to, Playboy's international editions, Playboy websites, *Playmate Review* and *Playmate Calendar*, for which you will be paid additional modeling fees at Playboy's prevailing Playmate modeling rates;**

In return for your agreement:

P. if you are chosen and published as "Playmate of the Month" and you fulfill all of your obligations to Playboy as outlined above, you will be paid a total of [REDACTED] ([REDACTED] for the first year, [REDACTED] for the second year following the cover date of the issue in which your Playmate feature appears); the exact payment schedule is as follows:

- [REDACTED] to be paid as an advance on the first year's fee when Playboy approves your Centerfold;
- [REDACTED] to be paid as an additional advance on your first year's fee upon the successful completion of all still photography connected with your Playmate feature for the magazine, approval of your layout and scheduling of your feature for a specific issue of the magazine;
- [REDACTED] to be paid as an additional advance on your first year's fee upon satisfactory completion of all filming, editing, voice-over narration and post production sound mixing required for your "Playmate of the Month" video segment;
- [REDACTED] to be paid when the issue featuring your "Playmate of the Month" pictorial goes on-sale
[REDACTED] as an advance on your second year's fee

the above payment schedule represents the "gross" fees

you will be paid; as "Playmate of the Month" you will be categorized as an "on-call" employee of Playboy; this employment status requires Playboy, by law, to withhold from your paychecks federal and state income tax, Social Security and Medicare taxes, and any other applicable payroll taxes;

D. make personal appearances and tours at Playboy's request in this country and elsewhere, for which you will be paid actual reasonable expenses plus Playboy's usual fees;

4. up to 20 days of promotional appearances during the month your issue of the magazine is on-sale (you will be paid additional promotional fees at Playboy's prevailing rates should you exceed the 20 days); and

1001 MAGAZINE/2112 BROADWAY AVENUE/SANTA MONICA, CALIFORNIA 90404/310 264 6600/FAX 310 264 1044

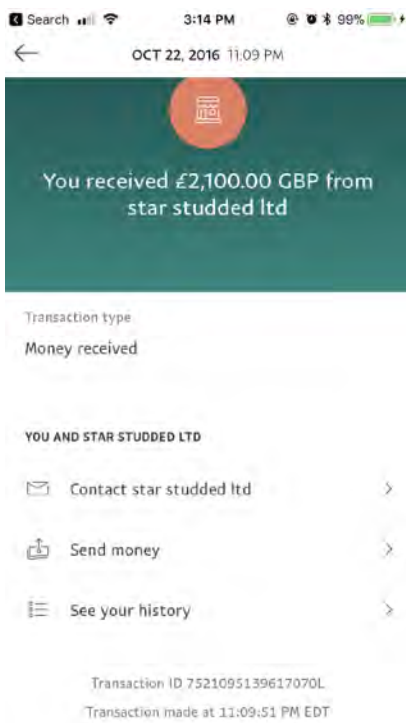
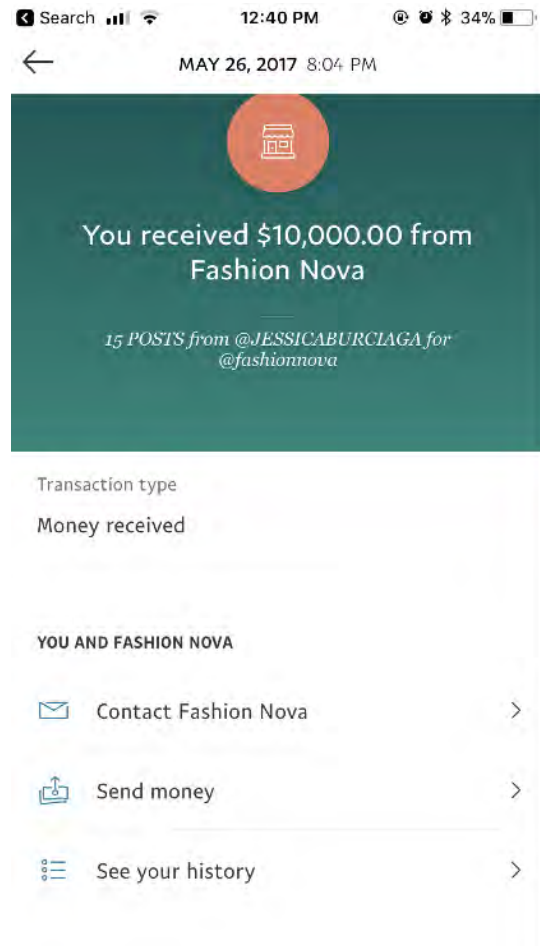
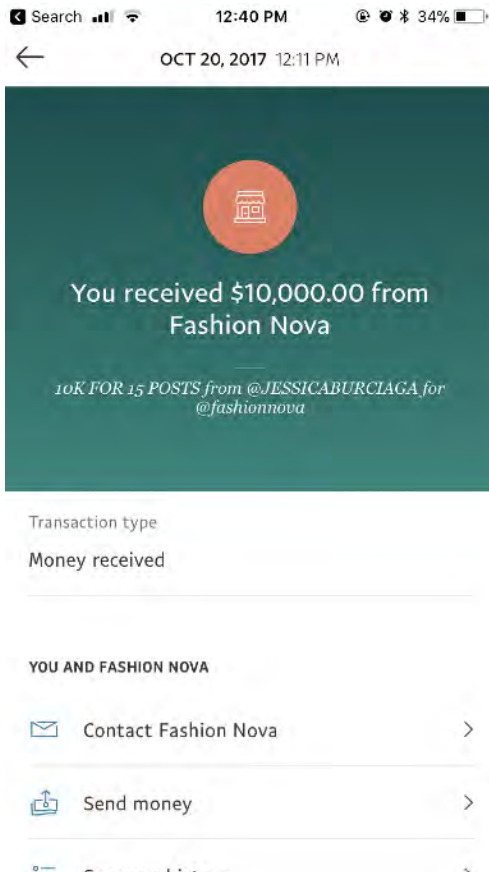
5. at least one one-hour online chat on Playboy's website while your issue is on the newsstand;

PLAYBOY ENTERPRISES
INTERNATIONAL, INC.

By Stephanie Morris
Title West Coast Photo Editor

ACCEPTED AND AGREED TO:

By Jessica Burdaga
Professional or Business Name



INVOICE

Jessica Burciaga
5137 Tierra Antigua Drive
Whitter, CA 90601

PHONE
404.435.5038

EMAIL
bookjessicaburciaga@gmail.com

DATE
May 16, 2017

BILL TO: Fashion Nova

[illegible]

\$ 10,000.00

Paypal: bookjessicaburciaga@gmail.com

S.2 The Client shall be entitled to use the Campaign Materials for its internal uses, trade shows and advertising industry awards Ceremonies, historical usage on website and show-reel in perpetuity throughout the world

6. Fee: Subject to the Talent not being in material default of this Agreement, in consideration of the performance of all of the Services and the granting of rights under this Agreement, the Client shall pay the Talent a total amount of [REDACTED] ("Fee") paid in the following installments:

- [REDACTED] on signature by both parties of this agreement
- [REDACTED] on completion of initial shoot.

6.1 This agreement is completely aside from Company and Clients partnership and ownership of Holding Company.

6.2 This agreement in no way infringes or is dependent upon payments of percentage of profit from Holding Company.

For the avoidance of doubt, the Fee and other payments pursuant to this agreement are inclusive of all services, rights, agent's Commissions, taxes payable by the Talent, social security, and national insurance contributions or similar taxes or charges. The Client shall have the right to withhold any taxes and other payments required to be withheld.

7. Sailor and Saint Scheme: During the Term, the Client and the Talent will discuss the Client's proposal for a "Additional Talent". Additional Talent will be offered an exclusive opportunity to join the Client's in-app affiliate scheme. The Talent's profiles within The Media created will be considered with the Talent sharing in revenues by earning commission (the Client envisages between 4-8% [which would be a mix of payment and store credit]) for every sale the Talent generates by their influence within this space ("Talent Commissions").

8. Extension of Usage Period:

8.1 The Client shall be entitled to extend the Usage Period with respect to agreement for up to two non-consecutive periods each equivalent to the initial Usage Period upon written notice to the Talent (such notice to be given within one (1) month of the end of the initial Term or then prior Term). The Client shall pay the Talent a sum equal to the Fee ("Extension Term Fee") and the same level of continuing to apply. Term Fee shall be payable on the date of commencement months from such commencement.

8.2 During each extension to the Usage Period, the Talent shall provide the same Service for equivalent service days with the dates for the specific new service to be agreed in good faith subject to prior professional commitments only. It is agreed that during any extension of a Usage period the Client shall be entitled to use all or any of the products of preceding Usage Period's Services and the products of the extension in accordance with this Agreement.

7 Travel: Executive travel and accommodation and car to and from applicable locations, whilst providing services

8 Exclusivity: The Client requires exclusivity and the Talent agrees not to publicly provide their services and/or use of name, voice and/or likeness in the territories listed in the Term in connection with any products or services of a competitor of the Client.

9 Non-Union: This is a non-union engagement

10 Conditions Precedent: The Client's obligations to the Talent pursuant to this agreement are conditional upon the satisfaction of the following: the Client being able to effect customary insurance policies on customary terms with respect to the Talent's services and obtain necessary work permits and the like and the Client's satisfaction with any other use of the Talent's name and likeness during the Term.

11 Standard Terms: The standard terms attached as Schedule 1 shall be deemed incorporated herein.

Please sign below to acknowledge your agreement to the above.



SIGNED ON BEHALF OF SAILOR AND SAINT
MARK VISSER (PARTNER)



SIGNED BY JESSICA BURCIAGA
(PARTNER/ TALENT)

Fee: Subject to the Talent not being in material default of this Agreement, in consideration of the performance of all of the Services and the granting of rights under this Agreement, the Client shall pay the Talent a total amount of [REDACTED] ("Fee") paid in the following installments:

- [REDACTED] on signature by both parties of this agreement
- [REDACTED] on completion of initial shoot.

FROM: Sailor and Saint (Client) 9440 Santa Monica Blvd Beverly Hills CA 90212
TO: Jessica Burciaga ("Talent") 9320 Wilshire Blvd #100 Beverly Hills CA 90210

September 22nd 2014

RE: SAILOR and SAINT Clothing and Accessories Marketing

Dear Jessica,

Please find below our proposal to engage you to assist us on Sailor and Saint 2015 Ambassadorial program.

The Client's offer to the Talent is as follows:

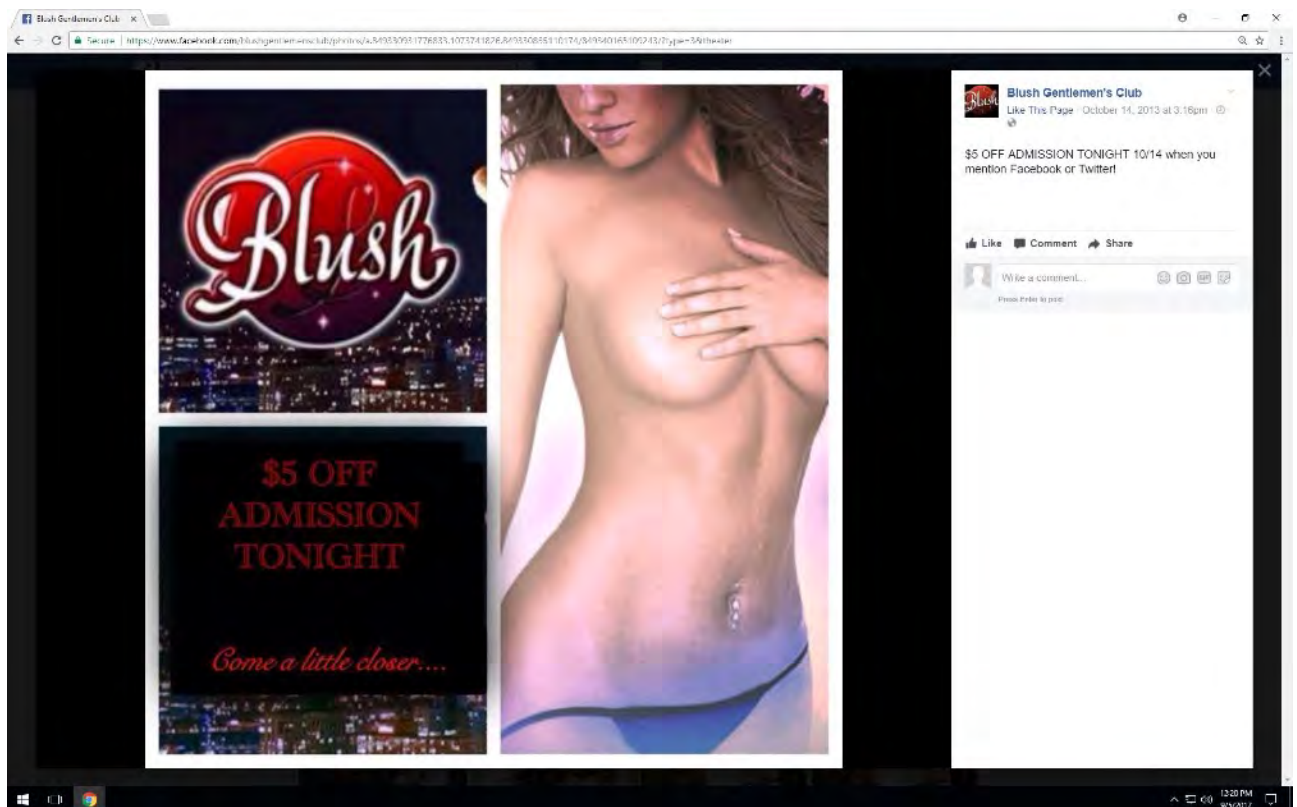
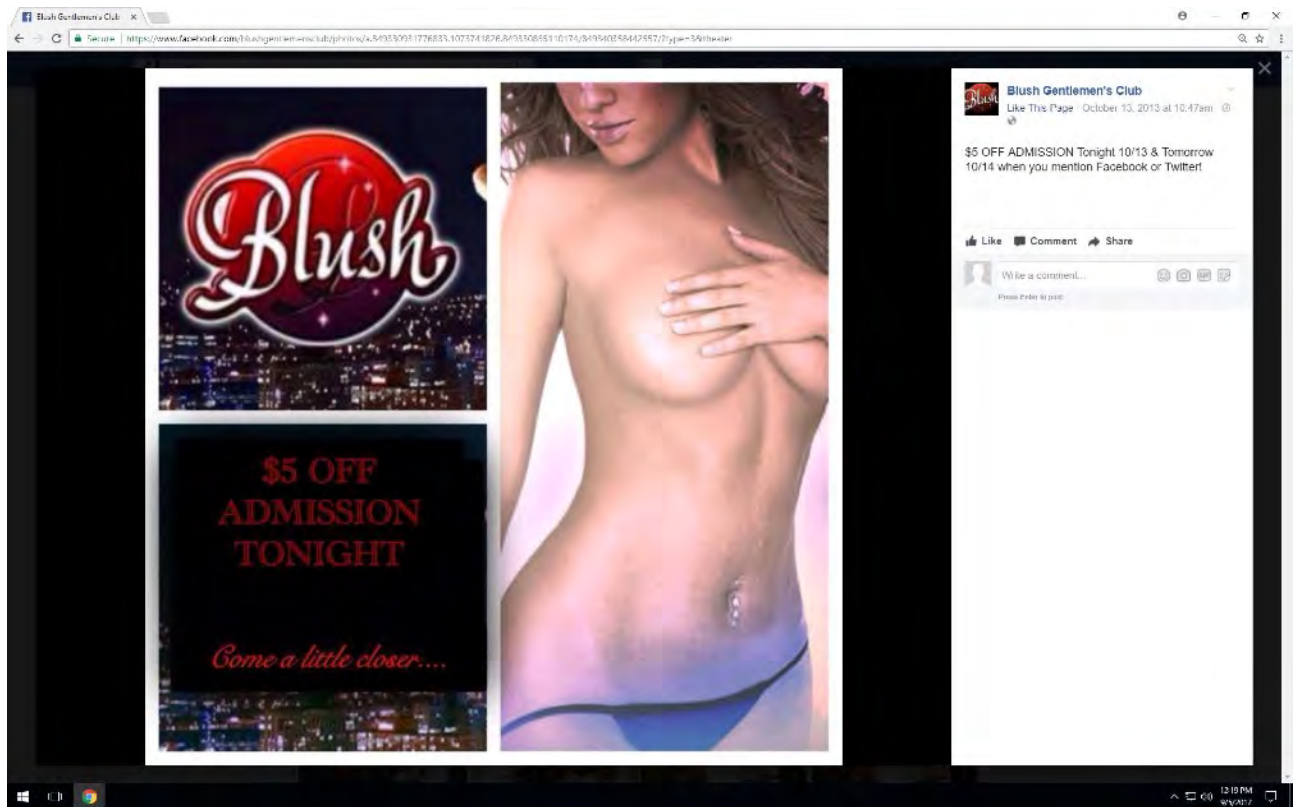
1. Campaign: The Talent shall feature as an ambassador for Sailor and Saint, providing the following PR, editorial, online and social networking services:
2. Services: The Talent shall provide the following services ("Services") on dates as agreed in good faith subject only to the Talent's prior professional commitments:
 - 2.1 Attend one (1) shoot day of up to twelve (12) hours (inclusive of hair and make-up time but excluding travel time). One (1) shoot day for the Client to produce audio-visual content for promotional video and One (1) shoot day for the client to produce images and video content to be used for the Edit and Porter magazine. Such promotional video shoot day is scheduled to take place in Los Angeles on (date to be advised)
 - 2.2 Take part in behind the scenes video and other additional material to build required profile.
 - 2.3 Create an approved Talent profile on website inclusive of the following, a profile image, style biography, list of "favorite" products and uploaded content further defined in Schedule 2;
 - 2.4 Provide a minimum of three (3) actions per week on Social Media shall include posting one (1) piece of exclusive content (Actions can include the following: uploaded content, commenting, "loving" products, pairing.
 - 2.5 Provide a minimum of three (3) x posts of "personal life" wearing product.
 - 2.6 Provide one (1) approved Q&A, from which quotes may be extracted.
 - 2.7 Attend two (2) x "Events" in addition to service days during the Usage Period. On dates as agreed in good faith and subject
 - 2.8 Whilst performing the Service, the Talent shall wear Sailor and Saint, as provided and styled by the Client with approval of Ms. Burciaga.

For the avoidance of doubt, with respect to Services where specific dates for their provision have been agreed and such Services being performed on such dates is disrupted by an event beyond the Client's control, the parties shall use good faith efforts to reschedule such Services as soon as reasonably practicable on such dates as agreed between the parties at no additional cost to either party. This provision shall be without prejudice to Clients in both directions.

3. Media; Use of materials derived from the Services, Talent's name, image, likeness, biography and quotes ("Campaign Materials") within the following media:
 - 3.1 All forms of Internet and mobile (and all other wired or wireless forms of exhibition, distribution and/or exploitation of audio, visual and/or audio-visual content including without limitation to Client owned channels, mail outs, You Tube, Facebook, S&S.com.
 - 3.2 Print media -limited to as determined.
 - 3.3 Public relations;
 - 3.4 Internal Client uses;
 - 3.5 Social media/networking.
4. Territory: Worldwide (with internet worldwide)
5. Term/Usage Periods:
 - 5.1 Term and Usage Periods: Twelve (12) months from (Date to be agreed)

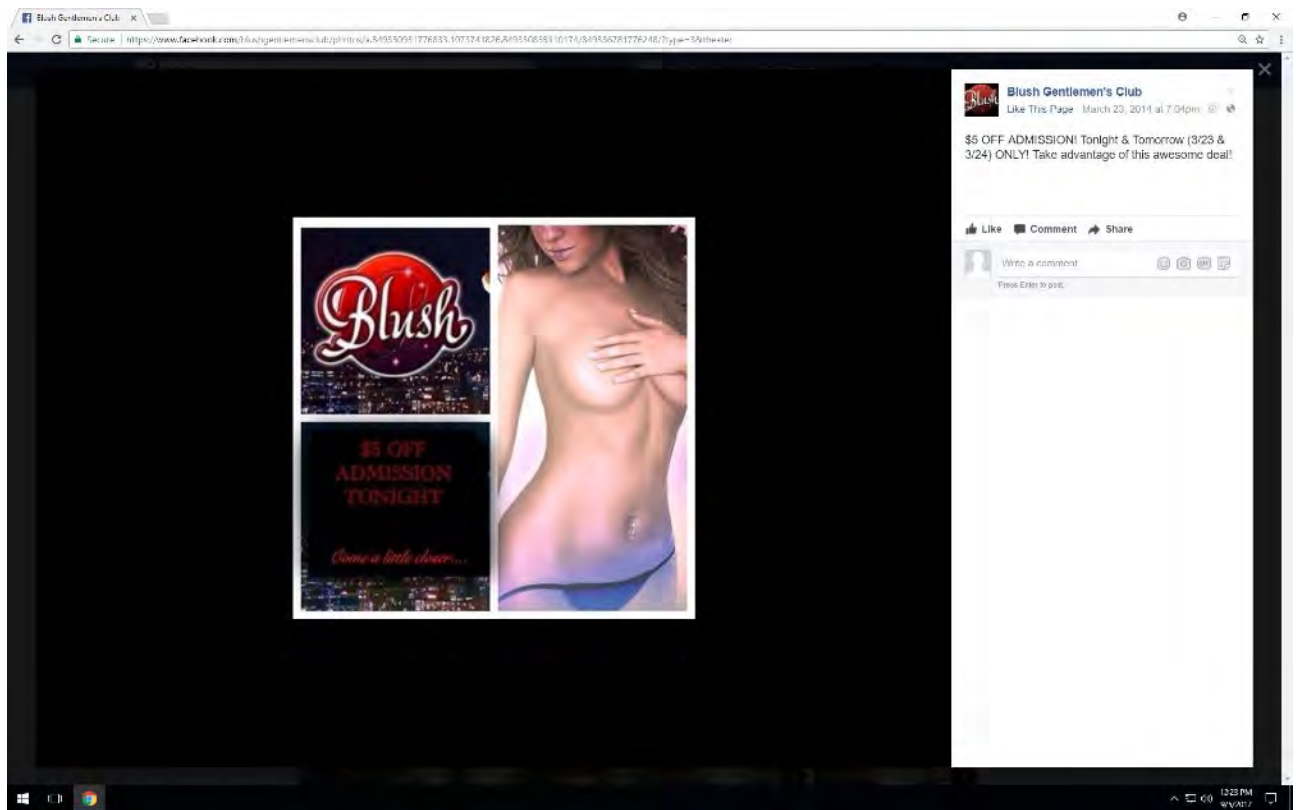
JESSICA BURCIAGA

Use by Defendants



JESSICA BURCIAGA

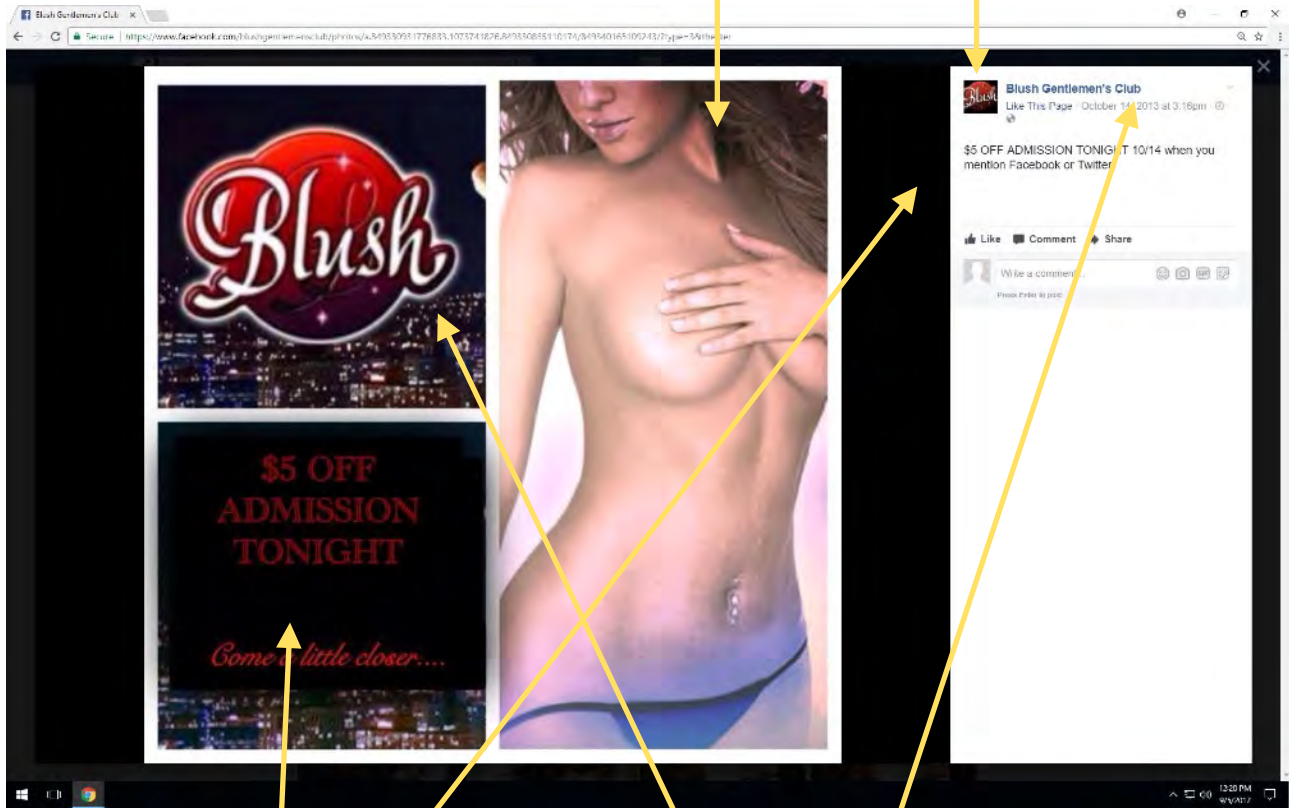
Use by Defendants



Use by Defendants

Social Media Use

JESSICA BURCIAGA



Coupon

"\$5 OFF Admission Tonight"
attached to Ms. Burciaga's image

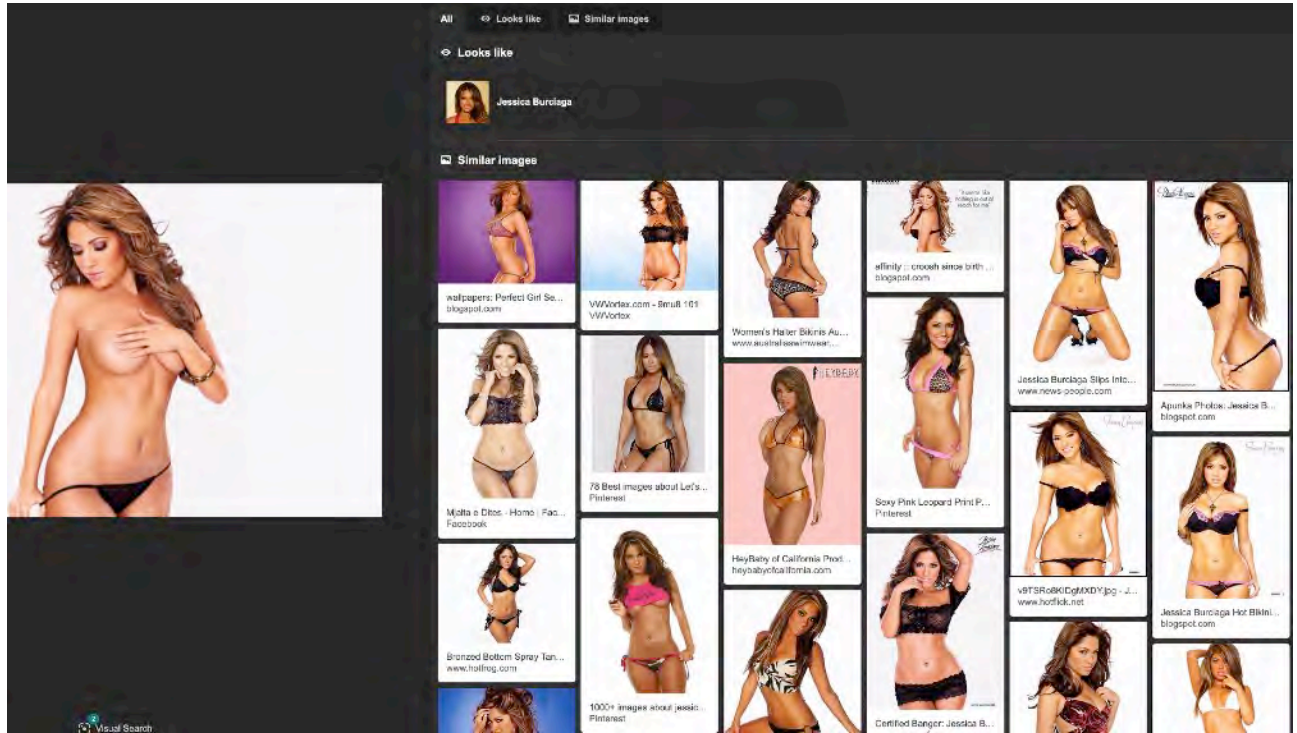
Advertising.

"Blush" attached to Ms. Burciaga's image

Original Images of Jessica Burciaga
Magazine Editorials featuring Ms. Burciaga



Bing search of image identifies Jessica Burciaga



Jessica Burciaga

- I reviewed over 60 Earning documents that Ms. Burciaga provided.
- Ms. Burciaga was paid over [REDACTED] as the face of Sailor and Saint, a company Ms. Burciaga was a partner in Ms. Burciaga was averaging over [REDACTED] per month in profit share from this company.. If Ms. Burciaga was not used then the company would have had to find and employ another influential model or models to use.
- A huge part of Sailor and Saints success was its growth by Instagram and online and the use of Ms. Burciaga as the recognizable image. This was an example of the commercialization of Ms. Burciaga's image to promote a product.
- Ms. Burciaga was also a key image in the promotion of Burciaga Blends, a hair extension company.
- Ms. Burciaga now promotes her own line of swimwear though the Chynna Dolls label.
- Ms. Burciaga has many companies that pay for social media posts and Ms. Burciaga's rate card for posts vary from [REDACTED] to [REDACTED] for a single post to 15 posts for [REDACTED] for a limited time online.
- Ms. Burciaga's image was referred to as one of "The Sexy Skin Girls" available at Skin Lounge. Ms. Burciaga's image being promoted as "the Product" for Blush Gentlemen's Club was distributed world wide on Social Media.
- Ms. Burciaga was paid [REDACTED] for a one day shoot for Playboy (Magazine usage included)
- There is no straight line rate for Ms. Burciaga for the image used by Blush Gentlemen's Club as Ms. Burciaga has never been promoted as a Dancer at a Gentlemen's Club. Ms. Burciaga has hosted a Red Carpet event at Crazy Horse iii for Mexican Independence weekend. Ms. Burciaga of Mexican Descent was Advertised as the host of the event and received valuable main stream media publicity. This was an assignment Ms. Burciaga negotiated and endorsed.
- Ms. Burciaga was paid [REDACTED] for a one day photo session as Playboy Playmate of the Month.
- Included in that rate were a number of promotional days that Playboy did not utilize.
- In a Playboy editorial the product was Ms. Burciaga herself as well as the promotion of Playboy Magazine.
- Ms. Burciaga agreed to this assignment, had the right to say no, endorsed the work and product and earned significant income per year from Playboy as a result of being a Playboy Playmate.
- Ms. Burciaga's assignment as Playboy's Playmate of the Month is the closest comparable to the use by Blush Gentlemen's Club where Ms. Burciaga is the product being advertised.
- A Playboy Playmate of the Month title value far exceeds the nominal day rate of \$25,000 as it promotes Ms. Burciaga personally as an iconic beauty rather than the promotion by Blush that implies she is working at the club, performing at the club and available to patrons.
- In contrast the assignment for Blush Gentlemen's Club was a promotion of Ms. Burciaga as a dancer at the club and was attached to her image. As an agent of 30 years experience and considerations of all the factors listed in my report I have quoted a \$20,000 US Day rate for Ms. Burciaga.

Calculation of Fair Market Value for Images Used *cont.*

Blush Gentlemen's Club used one image of Ms. Burciaga

Image 1.

Ms. Burciaga's image was used by Blush Gentlemen's Club to advertise their company and their services. Blush Gentlemen's Club distributed the images on Social Media. Blush Gentlemen's Club used Ms. Burciaga's image as a Coupon and door pass to offer \$5 Off Admission to their Club.

Usages:

- Advertising. “ Blush Gentlemen's Club” attached to Ms. Burciaga's image. (\$20,000)
- Social Media: Ms. Burciaga's Image was distributed worldwide on Blush Gentlemen's Club Social Media pages. (\$20,000)
- Coupon: Blush Gentlemen's Club used Ms. Burciaga's image as a Coupon and door pass to offer \$5 Off Admission to their Club. (\$20,00)

Jessica Burciaga's Actual Fair Market Value for use of her image by Blush Gentlemen's Club are \$60,000

JESSICA ROCKWELL**Background/Bio**

Jessica Rockwell is an American model, actress, dancer and host. Ms. Rockwell has featured in numerous magazines, websites and calendars both domestic and international. Clients include, Trucking magazine cover, Dreamgirl's lingerie catalogue, Love FiFi, NO FEAR calendar, O'Neal sports catalogue, Hawaiian Tropic contract model and many others. TV commercials include Adidas, I Pad, E! Red Carpet, Viapren and many more.

Ms. Rockwell has appeared on TV shows such as, Son's of Anarchy, Breaking In, Entourage, Monk, Heroes, Knight Rider, Sunset Tan, Best Damn Sports Show, The tonight Show, All my Children, General Hospital, Ghost Riders, Conan O'Brien and hosted many episodes of Fantasy Sport's Girl, Recession Cures, Get Out, and Income for Life. Ms. Rockwell has featured in movies such as Haraka, Closet Cyders and Angry Video Game Nerd.



Consider;

All relevant points as listed above.

- Jessica Rockwell is a full time working model with a career in modeling, acting and as a spokesmodel.
- **Commercialization** of her image.
- Ms. Rockwell has **established a day rate** of \$10,000 and residual payments in excess of [REDACTED].

http://jessrockwell.com/jr_index.asp

<https://www.imdb.com/name/nm2676972/>

<https://www.modelmayhem.com/jessicarockwell>

https://www.instagram.com/jessi_rockwell/

<http://resumes.actorsaccess.com/JessicaRockwell>


*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

Attached:

Act Inc. payment Voucher

Entertainment Partners Payment statements.



 EntertainmentPartners <small>an employee owned company</small>		Claim Filing Instr: If you become unemployed you may be eligible for benefits. You should go to the nearest Unemployment or Dept. of Labor office. Documents Needed: This check stub, record of prior claim, employment location, social security card and ID. Unemployment Data: Employer: GEP CENCAST, LLC Wage Request: 2835 N NACMI ST, BORMANK, CA 91504 Telephone No: (818) 955-6000 Unemployment State: CA St. Unemployment No: 292-4009-0		93345148 Check Date: 02/10/2012 Invoice No: SCA 04644222 Reference: 00257639/002733																													
GEP CENCAST, LLC 2835 N. NACMI ST., BORMANK, CA 91504 Tax Name JESSICA ROCKWELL Tax-ID ***-**-1575 Prod Comp: WOODRIDGE PRODUCTIONS, INC. Mailing Address: JESSICA ROCKWELL 1720 N FULLER AVE #472 LOS ANGELES, CA 90046 W-2 or 1099 1720 N FULLER AVE Address: #472 LOS ANGELES, CA 90046		* Please Verify * * W-2 line: 1-800-417-0037 * To be mailed by 01-31-2012		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th>State</th> <th>Federal</th> </tr> <tr> <td>Marital Status</td> <td>S</td> <td>S</td> </tr> <tr> <td>Dependents</td> <td>05</td> <td>05</td> </tr> <tr> <td>Additional W/H</td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Resident State</th> <th>Work State</th> </tr> <tr> <td>CA</td> <td>CA</td> </tr> <tr> <th>Tax Days</th> <th>Work Days</th> </tr> <tr> <td>1</td> <td>1</td> </tr> <tr> <th>Vacation</th> <th>Holiday</th> </tr> <tr> <td>None</td> <td>None</td> </tr> <tr> <th>Last Date Worked</th> <th>Pay Period</th> </tr> <tr> <td>02/07/2012</td> <td>From 02/07/2012 To 02/07/2012</td> </tr> </table> * Union: AFTK SPECIAL ABILITY EXTRA			State	Federal	Marital Status	S	S	Dependents	05	05	Additional W/H			Resident State	Work State	CA	CA	Tax Days	Work Days	1	1	Vacation	Holiday	None	None	Last Date Worked	Pay Period	02/07/2012	From 02/07/2012 To 02/07/2012
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Last Date Worked	Pay Period																																
02/07/2012	From 02/07/2012 To 02/07/2012																																

Earnings			Statutory Deductions			Voluntary Deductions		
Descr	Rate	Amount	Descr	Amount	YTD Amount	Descr	Amount	YTD Amount
REG	31.2500	8.0	FED	37.44	384.62			
O.T.	46.8778	.9	FICA-SSA	12.27	88.35			
			FICA-MED	4.24	30.50			
			RES ST CA	16.36	148.68			
			SDI CA	2.93	21.04			
Total Mre/Gross	8.9	292.19	Total	73.24	673.19	Total	0.00	0.00
Total Net		218.95	Comments: THE CLIENT LIST					
Subject FIT		292.19						
YTD Payments		2,103.53						
YTD Subj FIT		2,103.53						

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ENTERTAINMENT PARTNERS

EP/NO SALARY SERVICES
1475 N WINDY ST, BIRMINGHAM, CA 91064

Client: JESSICA ROCKWELL

FROM DUNGO: DUNGO LLC

FROM DALLA: DUNGO

Hailing Address: JESSICA ROCKWELL
1720 N FULLER AVE
#472
LOS ANGELES, CA 90046

1095 or NO 1720 N FULLER AVE
Address: #472
LOS ANGELES, CA 90046

EMPLOYMENT INFORMATION
EMPLOYEE: DUNGO SALARY SERVICES
PAGE REQUEST: JESSICA ROCKWELL
BIRMINGHAM, CA 91064
TELEPHONE NO: (626) 515-1100
FAX NO: (626) 515-1100

EMPLOYMENT HISTORY
1. 10/1/2000 - 10/1/2001
2. 10/1/2001 - 10/1/2002
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ENTERTAINMENT PARTNERS

EPIC Talent Services
2495 N Mount St, Burbank, CA 91504

Name: **Jessica Rockwell**
 Address: **1720 N Fuller Ave #472 Los Angeles, CA 90046**

3039 or H2
 Address: **1720 N Fuller Ave #472 Los Angeles, CA 90046**

EMPLOYMENT INFORMATION
 Employer: EPIC Talent Services
 Dept Request: JESS B (SHORT PT)
 Telephone No: (818) 215-1314
 Address: CA 91504
 Social Security No: 127476713009
 SSN Information: STATE FEDERAL
 Political Status: R
 Dependents: 5
 Additional WFE:
 B/C/S
 RESIDENT STATE: CA
 WORK STATE: CA
 TAX STATE: CA
 VACATION: HOLIDAY
 SURE: NONE
 Last Date Worked: 03/01/2012
 Pay Period: From: 07/31/2012 To: 08/31/2012

EMPLOYER'S COMMENTS
 This check only covers 40 hours claim employment location: SPECIAL REQUEST: 2008-2012

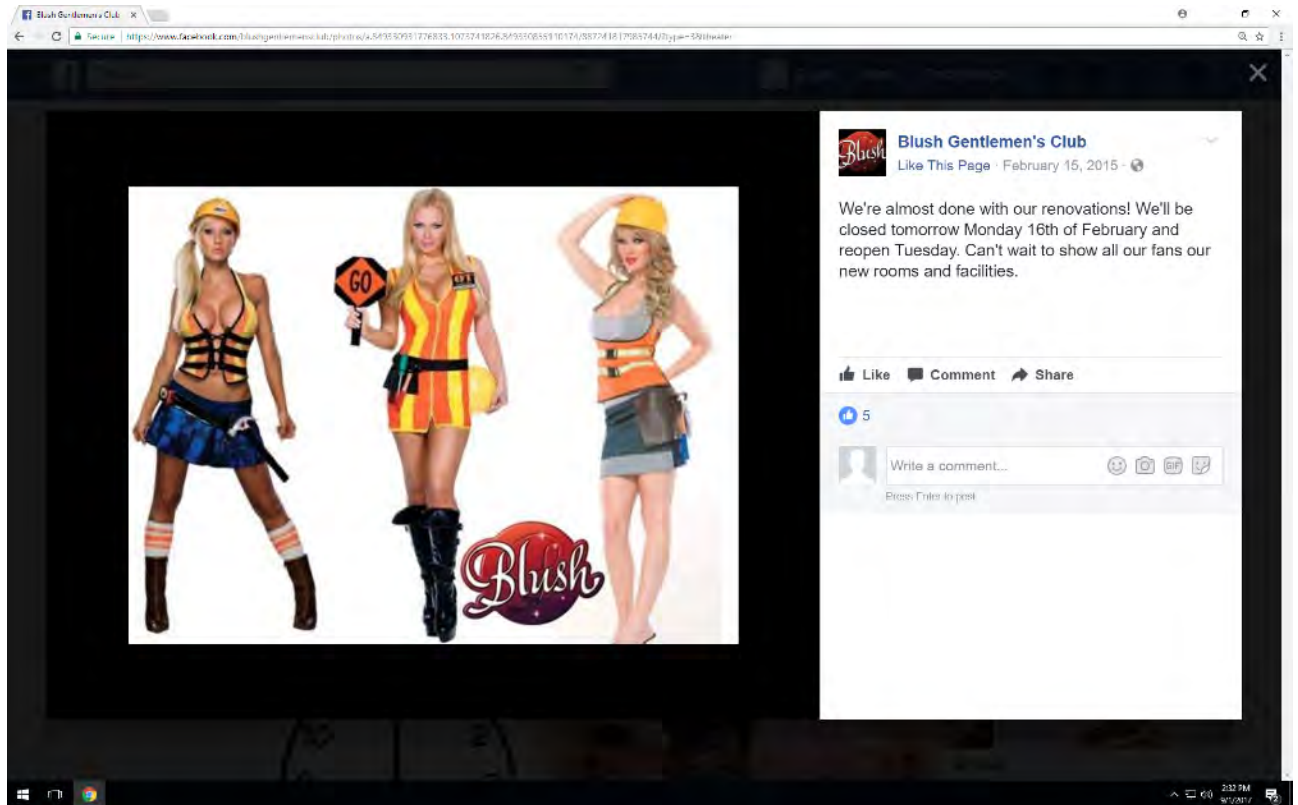
* PLEASE VERIFY ADDRESS *
 * CALL HQ TAX DEPT-1000 *
 * TEL HQ: 818.646.0155 *

Check Date: 02/02/2013
 Check No: CA 753423
 EP Reference: 127476713009

EARNINGS					EMPLOYEE DEDUCTIONS			VOLUNTARY DEDUCTIONS		
Descr	Rate	Hours	Amount		Descr	Amount	YTD Amount	Descr	Amount	YTD Amount
950		9.0	889.76		PTD	9.00	179.00			
					FICA SSN	34.81	179.00			
					FICA MED	11.74	69.83			
					SEARS HI CA	17.84	69.89			
					HI CA	9.18	49.70			
Total Gts/Gross					9.00	122.60	657.23	Total	0.00	0.00
Total Net					Comments:					
Employee PTD										
YTD Payments										
YTD GRT/PTD										

JESSICA ROCKWELL

Use by Defendants

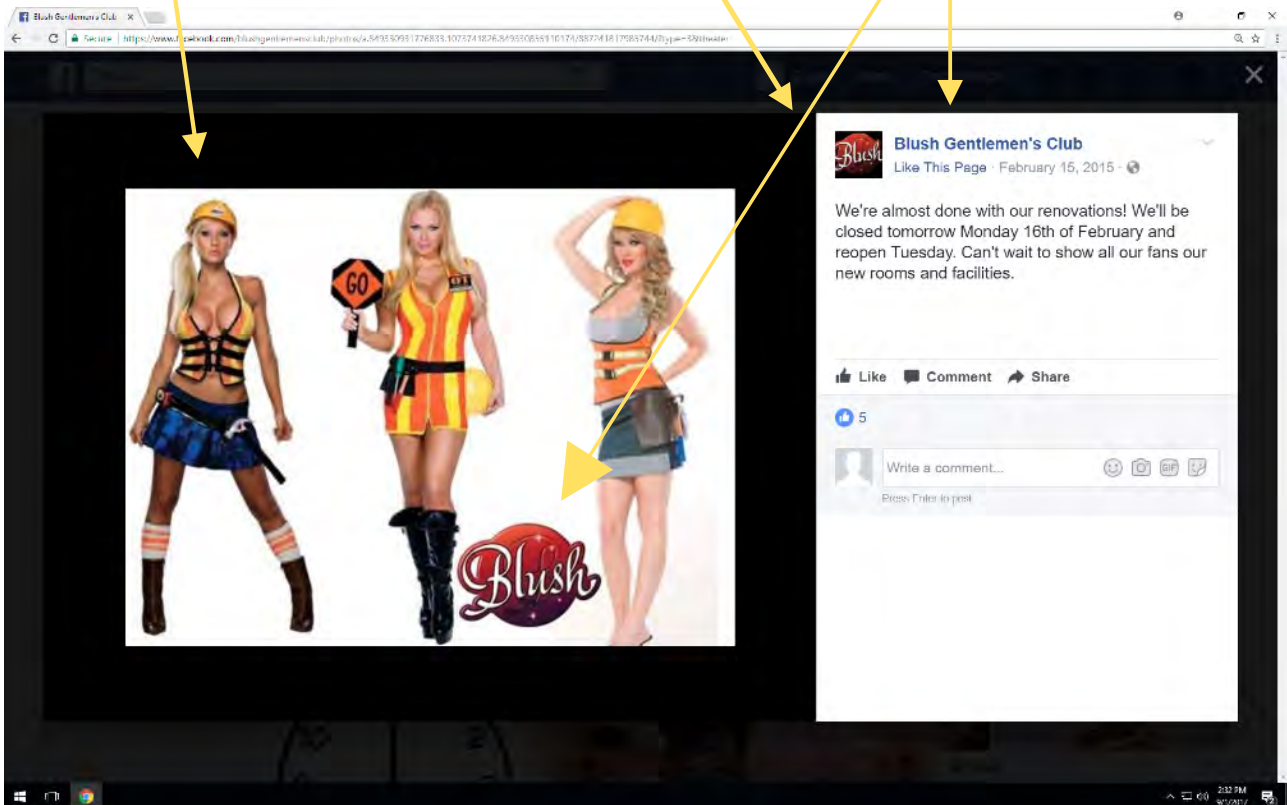


JESSICA ROCKWELL

Jessica Rockwell

Social Media Use


Advertising
“Blush Gentlemen’s Club” attached
to Ms. Rockwell’s image





JESSICA ROCKWELL

Original Image is a construction costume

Party & Occasions / Halloween / All Halloween Costumes / Adult Halloween Costumes / Womens Costumes / Other Women's Halloween Costumes





Women's Deluxe Construction Worker Costume

[Write a review](#) [Rubi's Costumes](#)

\$17.99

2-day delivery

Size: Choose an option

Womens X-Small
(0-2) approx 31-33"
bust & 21-23" waist

Womens Small (4-6)
approx 32-34"
bust & 22-24" waist

Womens Medium
(8-10) approx 35-37"
bust & 27-29" waist

Qty: 1

Add to Cart

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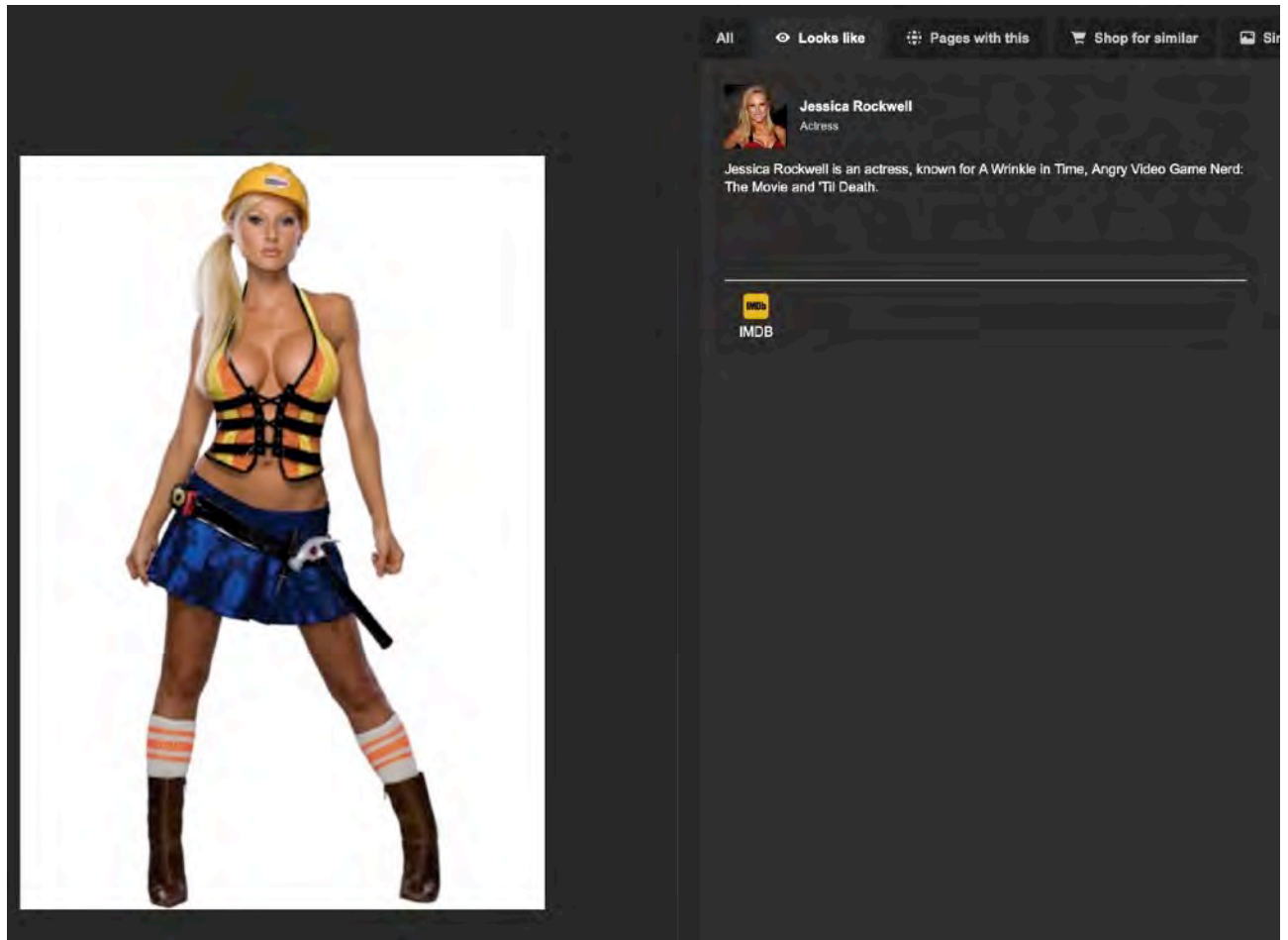
Add to List

Add to Registry

142

JESSICA ROCKWELL

*A [bing.com](https://www.bing.com) image search clearly identifies the Model by name



Calculation of Fair Market Value for Images Used

Ms. Rockwell has worked as a full time model, actor, host and dancer for over 14 years. Ms. Rockwell has been paid Day Rates of between [REDACTED] and [REDACTED] for different assignments representing different products. For the majority of those assignments Ms. Rockwell was engaged by a Client to advertise and promote a product. Ten's Showclub used an image of Ms. Rockwell to promote their club, promote events at their club and to showcase Ms. Rockwell as 'the product' available as their club.

Ms. Rockwell has never worked for a gentlemen's club so there is no straight line rate comparable but Ms. Rockwell was paid [REDACTED] for a one day shoot for the NFL as a featured extra.

After considering all the factors listed in my report and based on my experience and expertise in this industry, when negotiating a rate of compensation for Jessica Rockwell for the identified images used by Defendant, at a *minimum*, I would quote a day rate of \$10,000.

It is important to note that a quoted Day Rate is for the model's time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood that above and beyond that rate that 'usage' rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product. All usages are negotiated and attract negotiated payments.

Calculation of Fair Market Value for Images Used cont.

Blush Gentlemen's Club used one image of Ms. Rockwell.

Image 1

Ms. Rockwell's image was used by Blush Gentlemen's Club to advertise their company and their services. Blush Gentlemen's Club distributed Ms. Rockwell's image worldwide on Social Media.

Usages:

- **Advertising:** "Ten's Showclub" attached to Ms. Rockwell's image.
- **Social Media:** Ms. Rockwell's Image used on Ten's Showclub's Social Media pages.

Advertising including Ms. Rockwell's time on set : \$10,000

Distribution of Ms. Rockwell's Image on Social Media : \$10,000

Jessica Rockwell's actual Fair Market Value for use of her image by Blush Gentlemen's Club are \$20,000

Background/Bio

Malu 'Masha' Lund is a Danish model, host and spokeswoman. Celebrity model Ms. Lund made her US debut in 2003 appearing in a national billboard campaign for Rockstar Energy Drink. While still modeling in her native Denmark, Ms. Lund landed national commercials for Ikea and Etrade Denmark. Soon after finishing her Business degree, Ms. Lund was discovered by a renowned New York/Los Angeles Modeling Talent Agency and brought to the US to win over the American public.

Since then, Ms. Lund's career has enjoyed multiple successes. She has graced the covers of top magazines including FHM, Maxim, Ralph, Dreamgirl, Gear, Exposed and the popular Danish magazine M!. She has crossed over into acting, appearing in popular films such as THE PICK OF DESTINY with Jack Black and EPIC MOVIE with Carmen Electra. Enjoying her work in front of the cameras, Ms. Lund accepted roles in popular music videos including Lady Gaga and Beyonce's "Telephone" and videos by Eminem and D12. Ms. Lund was voted one of the 100 Sexiest Women in the World by FHM and appeared in their 2007 issue.

Ms. Lund is the spokesmodel for the famous clothing lingerie company Dreamgirl and Celebrity jewelry line Nialaya. She has made appearances on E!, Jay Leno, Spike TV, Jimmy Kimmel Live, The Late Late Show as well as in national commercials for Corona, Rolling Rock Beer, and Saturn, and now she is one of the stars on a popular European Reality Show "Danske Hollywood Fruer".

This multi-talented model and actress is fluent in three languages and is in growing demand worldwide.



Consider.

- All relevant points as listed above.
- Masha Lund is a businesswoman, working model, actor and spokesmodel.
- Ms. Lund has established a day rate for Commercialization of her image of \$15,000

https://en.wikipedia.org/wiki/Masha_Lund

<https://www.instagram.com/officialmashalund/>

<http://www.mashalund.com>

<https://www.facebook.com/Masha-Lund-116902945045898/>

https://twitter.com/real_mashalund?lang=en

<https://www.imdb.com/name/nm2502264/>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

Attached;

- Ms. Lund's Playboy 1 day shoot contract



PLAYBOY CONTRACT EXCERPTS.

- Outline
- Agreement
- Compensation

* Full contract provided separately.

Masha Lund
c/o Victoria Talbot
Hype, Inc.
721 County Rd.54
Cherry Valley, NY 13320

Dear Masha:

We're very pleased you will be appearing in a pictorial in Playboy Magazine. We are certain we'll be able to capture some terrific photographs of you and that you will be pleased with your feature.

Here are the terms of our agreement:

1. You will pose for photography to produce stylish photos with full nudity in a sufficient quantity and quality to create a pictorial for Playboy Magazine. Full nudity will include bare breasts, topless and backside nudity as well as completely nude with your lower frontal pubic region strategically covered. The session for the pictorial will require one day of shooting and perhaps a second day if required by production exigencies.

4. Playboy will pay you a modeling fee of [REDACTED] for your services on this project. After the satisfactory completion of all photography and your editorial interview (which must occur within thirty business days from your photo shoot), Playboy will pay Hype, Inc. the modeling fee within thirty business days.

7. Per professional availability, you agree to make yourself available for up to one hour to a Playboy assigned writer in order to create the text and caption material to accompany your feature.

8. You agree to make yourself reasonably available for a one hour interview on Playboy radio (Sirius) at a mutually agreeable time during the period that the magazine which features your pictorial is on sale.

PLAYBOY

February 18, 2010

Masha Lund
c/o Victoria Talbot
Hype, Inc.
721 County Rd.54
Cherry Valley, NY 13320

Dear Masha:

We're very pleased you will be appearing in a pictorial in Playboy Magazine. We are certain we'll be able to capture some terrific photographs of you and that you will be pleased with your feature.

Here are the terms of our agreement:

1. You will pose for photography to produce stylish photos with full nudity in a sufficient quantity and quality to create a pictorial for Playboy Magazine. Full nudity will include bare breasts, topless and backside nudity as well as completely nude with your lower frontal pubic region strategically covered. The session for the pictorial will require one day of shooting and perhaps a second day if required by production exigencies.

2. Playboy will own all right, title and interest to the photographs subject to the following conditions: Playboy will have the right to publish your pictorial one time in all editions of Playboy worldwide. Playboy will have the right to use your name and biographical information for editorial and advertising purposes as related to the publication of the photos. Playboy will have the right to use any of the photographs from your shooting to advertise and promote the issue of the magazine in which your feature appears including the right to advertise your appearance in the magazine on Playboy's websites. You agree the photos can be used on Playboy's websites or for Playboy media content. Also, Playboy will have the right to reproduce, wherever and however distributed, any of the Photos for anthology, compilation or retrospective purposes. All of your published Photos will be stored in Playboy's Photo Archives subject to the provisions of this agreement.

3. You agree that a videographer can be on hand during your photo sessions in order to videotape behind the scenes non-nude "making of" content for use on the PLAYBOY internet sites and for related promotional materials. Playboy will have the right to reproduce any of the "making of" content for anthology, compilation and retrospective purposes.
4. Playboy will pay you a modeling fee of [REDACTED] for your services on this project. After the satisfactory completion of all photography and your editorial interview (which must occur within thirty business days from your photo shoot), Playboy will pay Hype, Inc. the modeling fee within thirty business days.
5. If you die or become incapacitated or severely alter your appearance prior to the photo shoot or fail to fulfill your obligation to appear for a photo shoot hereunder due to illness, injury or accident so that in our sole judgment such illness, injury or accident would preclude you from rendering your services at the photo shoot or materially adversely affect your value to Playboy, then, at our discretion, Playboy may terminate this agreement.
6. Per professional availability, you agree to make yourself available for mutually agreeable appearances on high-profile TV and/or radio shows or other media around the on-sale date of your issue in order to promote yourself and the issue of the magazine in which your feature appears. It is understood that the timing of the publicity surrounding your appearance in the magazine is crucial to the success of the issue and that you and your representatives will work with Playboy's PR people to maximize those opportunities. Playboy will be responsible for transportation for you incurred by or in connection with traveling to locations required for these appearances, including air (domestic) and ground transportation, and first-class hotel accommodations (with a [REDACTED] a day cap on hotel expenses such as room service and phone charges).
7. Per professional availability, you agree to make yourself available for up to one hour to a Playboy assigned writer in order to create the text and caption material to accompany your feature.
8. You agree to make yourself reasonably available for a one hour interview on Playboy radio (Sirius) at a mutually agreeable time during the period that the magazine which features your pictorial is on sale.
9. Subject to the collaboration between you and the photographer, your photo sessions will be conducted on closed sets/locations. Only those essential to the production of the photography and two Playboy representatives will be allowed access.
10. Playboy, you and your representatives agree to keep the terms and conditions of this agreement completely confidential. You may never discuss, under any conditions, the dollar amount Playboy paid you as a modeling fee to appear in the magazine. You may not discuss your modeling fee for quote purposes.

Agreement on participation in TV programme

Metronome Productions A/S
Jenagade 22
DK-2300 Copenhagen S
(hereinafter referred to as Metronome)

and

Masha Lund
16833 Wilshire Blvd. ph 614
LA, CA 90024

civil registration number 24-03-81-3004
(hereinafter referred to as "the Participant")

Metronome and the Participant are jointly referred to as "the Parties".

WHEREAS

- (A) Metronome will produce a TV programme for TV3/Viasat with the working title "Hollywoodfruer" ("Hollywood Wives"), second season;
- (B) The programme consists of several consecutive broadcasts (hereinafter referred to as "the Reality Series");
- (C) The Reality Series is expected to be broadcast for the first time in autumn 2010;
- (D) Metronome has selected a number of Danish women residing in the USA, whose daily lives are followed through the Reality Series;
- (E) Metronome has selected the Participant as one of the participating women;
- (F) Metronome shall portrait participant in a positive manner and shall not make negative references such as, but not limited, "bitch", dump, golddigger.

NOW, THEREFORE, THE PARTIES HAVE MADE THE FOLLOWING AGREEMENT:

1 Participation in the Reality Series and production period

1.1 By this Agreement, Metronome hires the Participant as one of the main characters in the Reality Series. The shootings will last for a total of about 15 days and will be spread over the period from July 2010 to November 2010. There may be halves and quarters of days. The final production plan has not been determined yet, but will be determined in cooperation between Metronome and the Participant, taking into account the Participant's plans. Shootings will take place in various locations in the USA not yet chosen as well as in the Participant's home.

1.2 Moreover, the Participant consents to being available for PR and marketing purposes as agreed with Metronome/TV3/Viasat, including being available for shootings to introduce the programme, press shots, interviews and press conferences as long as these events do not interfere with other work and travel expenses are paid for by Metronome. In the event of inquiries from the press, the Participant must refer the inquirer to TV3's press department.

2 Fee

2.1 For her participation under this Agreement and Metronome's subsequent use of the shootings, the Participant receives a fee in full and final settlement amounting to USD [REDACTED] of which 50% of the amount is payable on the first day of shooting and the remaining 50% is payable on the last day of shooting.

2.2 In connection with the photo shoots, Metronome will pay for a makeup artist twice and also pay for a stylist twice.

3 Intellectual property rights

3.1 The Participant accepts that Metronome has the copyright to all shootings and the copyright to other material/works produced/created wholly or partially by Metronome during and after the production of the Reality Series, and that Metronome – or any third party to whom the rights may be assigned – is entitled, without any limitations in time, field of application, medium or geographical area,



April 2, 2018

To whom it may concern,

I am writing you on behalf of my client, Masha Lund, for whom I have served as manager since 2014.

As a result of the unfortunate incident that occurred on **June 20, 2017**; Masha was unable to fulfill contract obligations for quite some time. This resulted in substantial financial loss ... a total amount of [REDACTED] from one client alone. Masha was booked through Sarah-May Levy at SayVen Entertainment and Big Apple Casting. The booking client was a grassroots charity "Make a Splash for Kids" sponsored by The Michael Jackson Cirque de Soleil ONE Show to raise money for inner-city kids. Masha was booked for a one-day event on **June 25, 2017** in Beverly Hills, CA at a rate of [REDACTED] and another three-day booking on **June 30- July 2, 2017** in Las Vegas, NV at a rate of [REDACTED]

Sunday, June 25, 2017

Beverly Hills, CA

- as a host and model for the "Make a Splash for Kids / Club 42 Cannonball Challenge"
[REDACTED] compensation

Friday, June 30, 2017 through Sunday, July 2, 2017

Las Vegas, NV

- as a host and for the Michael Jackson Cirque de Soleil ONE Show after party for Friday and Saturday performances, and as a model for fashion show on Sunday.
[REDACTED] compensation

[REDACTED] TOTAL compensation

Regards,

Scott Shaffer

720-205-4808

scott@shaffer-roff.com

DREAMGIRL INTERNATIONAL

November 16, 2009

Jeff Donaldson
Pacific Talent & Models
3551 Voyager Street, Suite 206
Torrance, CA 90503

RE: Masha Lund

1. Masha Lund will be booked through Pacific Talent & Models by Dreamgirl International for a minimum of 6 days from November 2009-November 2011. Dreamgirl will contact Pacific Talent & models with potential shoot days as soon as the dates are available. Masha will be booked at the rate of [REDACTED]/day + 20% agency fee ([REDACTED]/day)
2. Masha Lund will not be able to shoot for the following companies from November 2009-November 2011. Allure Leather, Body Zone Apparel, Chica Rica Bikini Co/Jelly Swim, Coquette International, D'Elegance Lingerie, Delicate Illusions, Electric Lingerie, Elegant Moments, Escante, Fantasy Lingerie, Faris, Hustler Lingerie, International Intimates, J Valentine, Leg Avenue, Minor Creations, Nom de Plume, Rene Rofe, Roma Bikini, Seven Til Midnight, Sharon Leslie, Shirley of Hollywood, Sky Hosiery/Music Legs, an XTC Leather + *California Costumes, + Charades*

Kindly ask Masha Lund to confirm her understanding of the above by signing below in the space provided.

Sincerely,
DREAMGIRL INTERNATIONAL

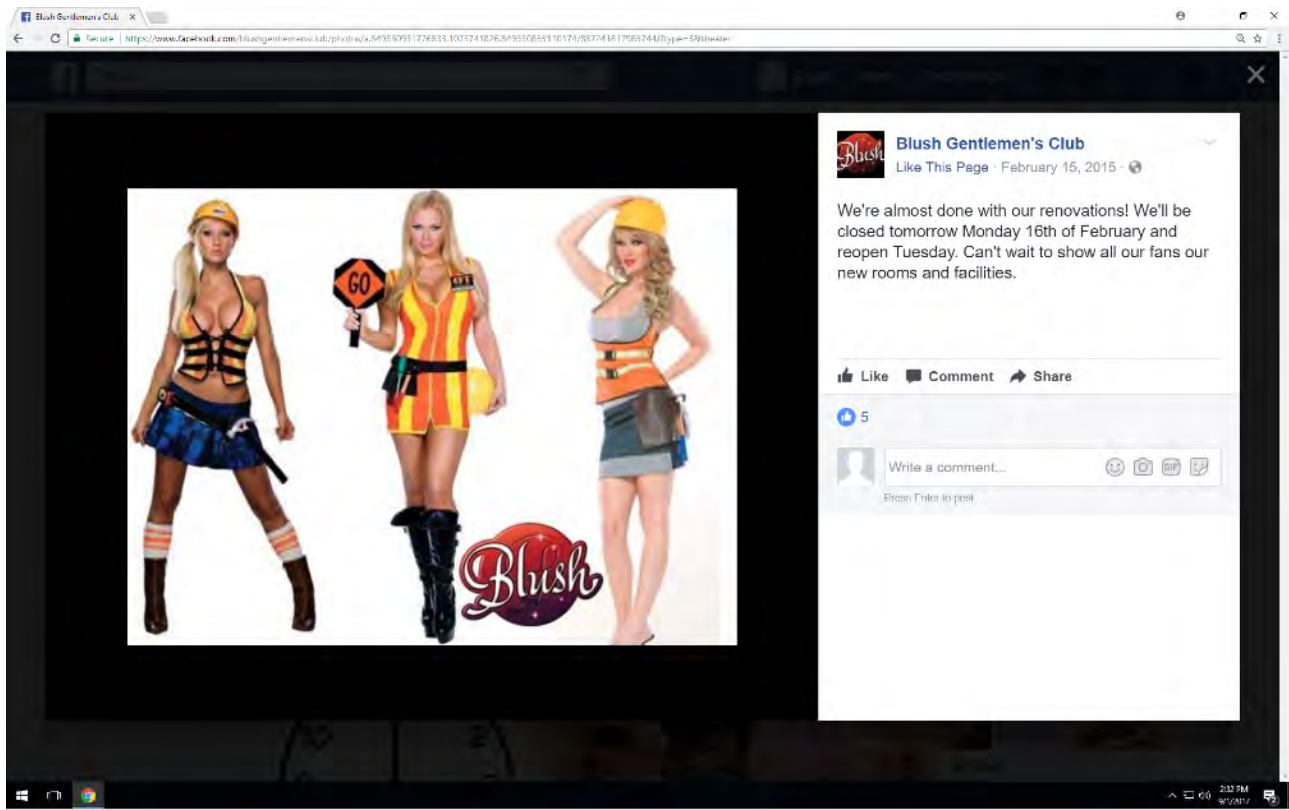

Christopher C. Scharff

Masha Lund, Model

Jeff Donaldson, Pacific Talent & Models

3653 Sierra Pine Avenue, Los Angeles CA 90058, 323-268-0220

MASHA LUND
Use by Defendants

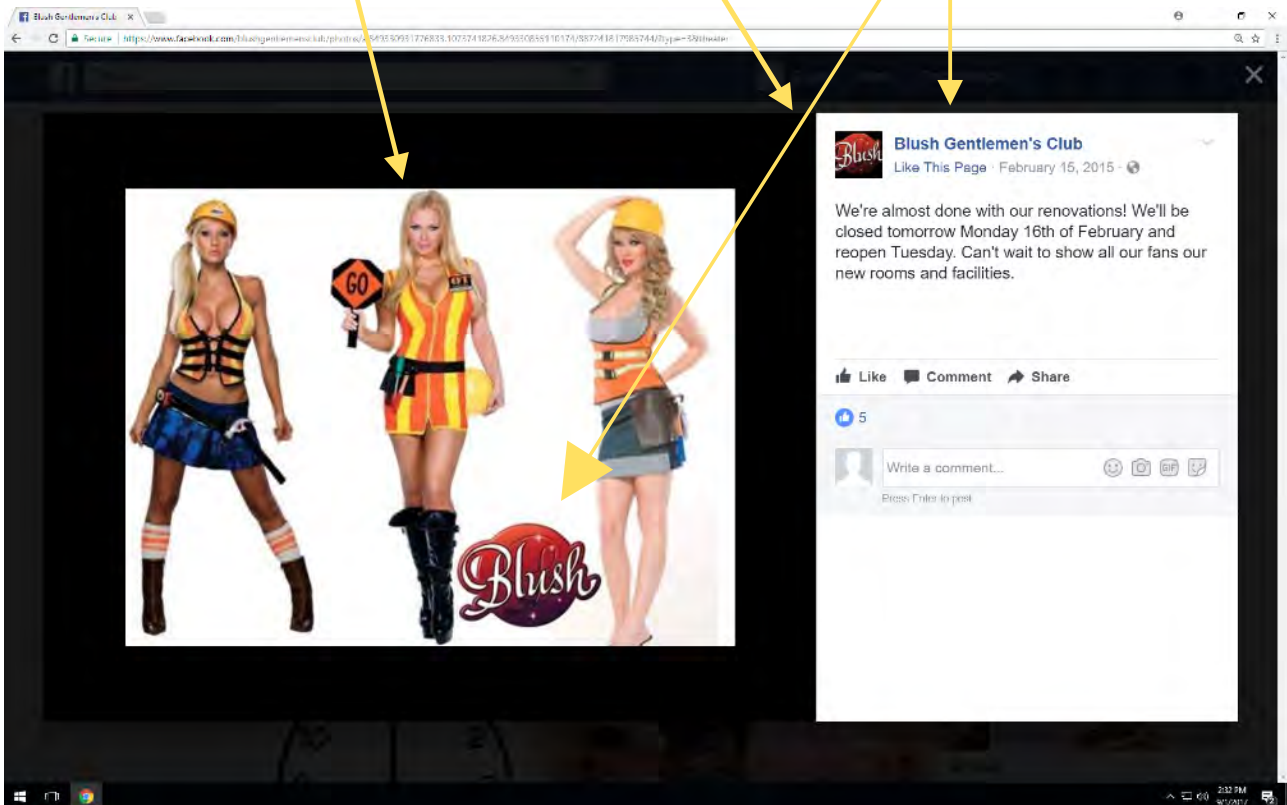


MASHA LUND
Use by Defendants

Masha Lund

Social Media Use

Advertising
“Blush Gentlemen’s Club” attached
to Ms. Lund’s image



Original Image of Masha Lund
Costume Catalogue

[Home](#) » [Sexy Costumes](#) » [Dreamgirl](#) » [QT Construction SOLD OUT](#)

QT Construction SOLD OUT



[Click to Enlarge View](#)

QT Construction SOLD OUT

QT Construction SOLD OUT

Product ID: DG5103

Retail Value: \$54.99

Quantity:

Our Price:

\$54.99

size:

smal

[Refer To a Friend!](#)

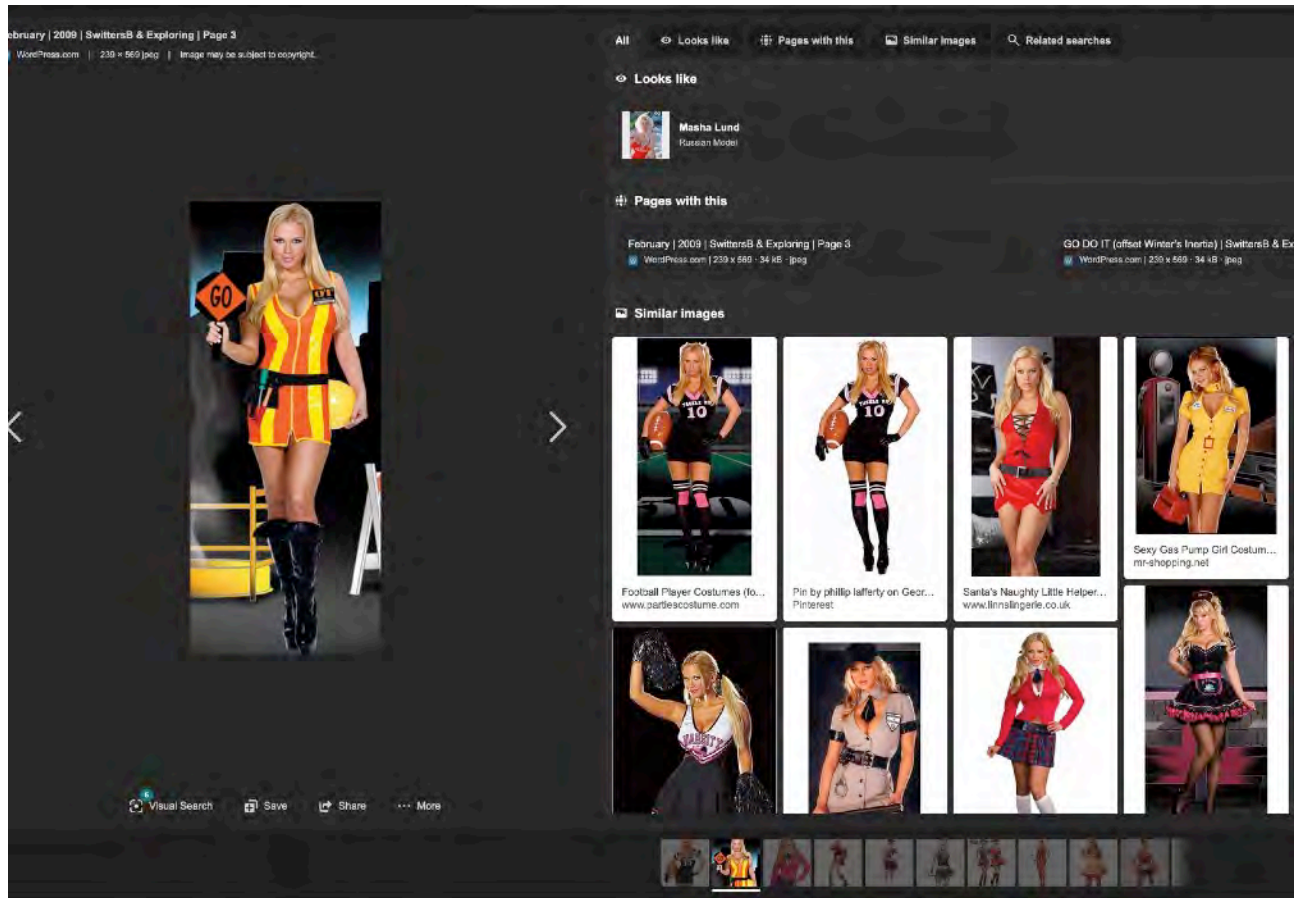
[Size Chart](#)

Description

This construction cutie knows how to get the job done.

Stretch knit dress with two way zipper front and yellow vinyl accents. Includes hard hat, removable Miss Juana Screw name badge, tool belt with 3 tools and Stop/Go traffic sign. (8 piece set)

Bing search of image identifies Masha Lund



Masha Lund

- Ms. Lund provided 15 Earning documents
- Ms. Lund had yearly contracts with a minimum guarantee of [REDACTED] for a Lingerie company. (Catalogue usage included)
- Ms. Lund was contracted and paid [REDACTED] for a Playboy Pictorial including use in the magazine.
- There is no straight line rate for Ms. Lund as she has never worked for a gentlemen's club.
- Ms. Lund's image being promoted as "the Product" for Blush Gentlemen's Club was distributed world wide on Social Media.
- Ms. Lund was paid [REDACTED] for a one day shoot for Playboy (Magazine usage included).
- There is no straight line rate for Ms. Lund for the image used by Blush Gentlemen's Club as she has never worked for a gentlemen's club.
- Ms. Lund was paid [REDACTED] for a one day photo session for a Playboy Pictorial. Included in that rate were 2 hours of interviews on the same day. In a Playboy editorial the product was Ms. Lund herself as well as the promotion of Playboy Magazine. Ms. Lund agreed to this assignment, had the right to say no, endorsed the work and product and earned significant income per year from Playboy in the future.
- This is the closest comparable to the use by Blush Gentlemen's Club where Ms. Lund is the product being advertised. Ms. Lund was personally promoted by Playboy as an iconic beauty rather than the promotion by Illusions that implies she is working at the club, performing at the club and available to patrons.
- As an agent of 30 years experience and considerations of all the factors listed in my report I have quoted a \$10,000 US Day rate for Ms. Lund.

Calculation of Fair Market Value for Images Used *cont.*

Blush Gentlemen's Club used 1 image.

Ms. Lund's image was used by Blush Gentlemen's Club to advertise their company and their services. Illusions Gentlemen's Club distributed the images on Social Media.

Usages:

- Advertising. “ Illusions Gentlemen's Club” attached to Ms. Lund's image. (\$10,000)
- Social Media: Ms. Lund's Image used on Heavens Gentlemen’s Club’s Facebook page. (\$10,000)

Masha Lund’s actual fair market value for use of her images by Blush Gentlemen’s Club are \$20,000

Background/Bio

LUCY PINDER is an English model, actress, host, businesswoman and one of Great Britain's most famous glamour models. Ms. Pinder has featured in such publications as FHM, Nuts, Loaded and the Daily Star and hundreds of others.

Ms. Pinder has appeared on FHM'S list of the "100 Sexiest Women in the World" 2005, 2006 and 2007. Ms. Pinder was a guest columnist in Nuts, entitled "The Truth About Women" and appeared on the final edition of Nuts magazine cover. Ms. Pinder has collaborated with major brands Unilever (Lynx) and Camelot (National Lottery) and others, on large National and International advertising campaigns.

Ms. Pinder has an established and developing acting career with many TV appearances and Film credits. Ms. Pinder has appeared on shows such as I'm Famous and Frightened, Soccer AM, Weakest Link, Nuts Tv (host) MTV's TMF (presenter), Hotel Babylon, Dream Team and Bo! in the USA. Ms. Pinder was a contestant on Celebrity Big Brother. Ms. Pinder had starring roles in films such as The Seventeenth Kind, Age of Kill and Warrior Savitri.

Ms. Pinder works closely with a number of Wildlife charities and is involved in fundraising for 'Tiger Time, The David Shepherd Wildlife Foundation and International Animal Rescue.

Ms. Pinder has also worked with Help for Heroes appearing in the Hots Shots fund raising calendar and supported Male Cancer Awareness Campaign taking part in their MCAC London Strut awareness initiative. She also visited troops in Afghanistan in 2007.'

Ms. Pinder's own annual calendar continues to be one of the best selling model calendars year after year and enhances Ms. Pinder's status as an elite class of Social Media Influencers with a combined total of over 2 million followers on Facebook, Instagram and Twitter.

Lucy Pinder

Model



Lucy Katherine Pinder is an English model and actress. She came to prominence in 2003 after being discovered by a freelance photographer on Bournemouth beach and has appeared in such publications as FHM, Nuts, Loaded, and the Daily Star. [Wikipedia](#)

Born: December 20, 1983 (age 34 years), Winchester, United Kingdom
Height: 5' 5"
Eye colour: Brown
Hair colour: Brown
Parents: [Jenny Pinder](#)
Nationality: English, British

Movies and TV shows [View 1+ more](#)

 Warrior Savitri 2016	 Fanged Up 2017	 Strippers vs Werewolves 2012	 Dangerous Game 2017	 Celebrity Big Brother 2001 – 2018
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Consider:

- All relevant points as listed above.
- Ms. Pinder is a full time working model, Celebrity and Actress with a huge decade long career.
- Ms. Pinder is represented by leading agencies in major markets
- Ms. Pinder is the most famous glamor model of her time throughout Europe.
- Ms. Pinder has contracts for the commercialization of her image of over [REDACTED].
- Ms. Pinder was paid over [REDACTED] for her appeal dance on Celebrity Big Brother
- Ms. Pinder was paid over [REDACTED] for one days work on the Lynx TVC.
- Ms. Pinder had a guaranteed yearly contract for over [REDACTED]

https://en.wikipedia.org/wiki/Lucy_Pinder

<https://twitter.com/lpinderofficial>

<https://www.instagram.com/pinderpix/?hl=en>

<https://www.facebook.com/LPinderOfficial/>

<https://www.imdb.com/name/nm1817696/>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel

Attached;

- Big Brother Contract
 - Nuts guarantee contract one year
 - Multiple payments *Lynx TVC
- Lucy Pinder Limited sales



NUTS CONTRACT EXCERPTS

- Outline
- Agreement
- Compensation
- Usage.

* Full contract provided separately.

BETWEEN

- (1) IPC Media Limited incorporated in England with registered number 53626 and having its registered office at King's Reach Tower, Stamford Street, London SE1 9LS ("IPC")

AND

- (2) Dave Read, authorised agent for Lucy Pinder ("the Model"), of Neon Management Ltd, 34 Clare Lane London N1 3DB, UK ("Neon Management"), company registration number 04547854.
- (3) Lucy Pinder ("the Model")

Lucy Pinder Agreement

Neon Management and the Model agree to this contract of exclusivity between themselves and NUTS magazine from the date of this agreement for a period of 60 days from the date the April 6th 2007 issue of Nuts goes off sale on the 10th of April 2007. The Model agrees to attend a photographic shoot and interview with NUTS to take place on Friday the 16th March 2007. Neon Management and the Model are granting IPC permission to publish in NUTS all of the interview, the approved photographs, and the approved video of the Model taken at the Shoot. The agreed usage of the photographs and video is outlined in Schedule 1. To promote

Payment

IPC agrees to pay the Model c/o Neon Management [REDACTED] + VAT. Payment will be made within 30 days upon receipt of invoice, which can be submitted by Neon Management on completion of the shoot.

Use of the photographs and video

You permit NUTS to use and publish the photographs, video and interview as described in Schedule 1. Neon Management and the Model permit NUTS to use the photographs on the NUTS website for a period of 90 days after the April 6th publication date, and on any other electronic media that is NUTS branded. All mobile revenues generated by the approved images will be split between IPC and the Model as per the existing agreement between Neon Management and IPC. Neon Management and the Model will obtain an assignment of copyright in the photographs from the photographer, and Neon Management and the Model agree that all images taken at the shoot will not be sold or published in any media format worldwide for a period of one year from the date of this agreement. NUTS gives Neon Management and the Model the right to comment on and approve the choice of images used from the shoot as well as any video shot during the shoot, as long as final approval is given within 48 hours of receipt of edited selection. It is a condition of this agreement that Neon

Lucy Pinder

THIS AGREEMENT is made the 12 day of December 2008

BETWEEN

- a) **BRIGHTER PICTURES LIMITED** of Shepherds Building Central Charecroft Way Shepherds Bush London W14 OEE

hereinafter referred to as: "the Company" (which expression shall be deemed to include its successors in title and assigns)

and

- b) **LUCY PINDER**, care of Neon Management Limited, 34 Clare Lane London N1 3DB

hereinafter referred to as: "You" "Your" "Yours"

WHEREAS:

- a) You have accepted the Company's invitation to You to take part in the production of a series of television Programmes and website/webcast which the company intends but does not undertake to produce collectively known as "Celebrity Big Brother 2009" (which, for the avoidance of doubt, includes Celebrity Big Brother's Little Brother, Celebrity Big Brother's Big Mouth, Celebrity Diary Room Uncut and further associated programming to be confirmed by the Company ("the Programme" which shall include any re-edited reformatted or compilation versions) to be transmitted on Channel 4 and its associated digital channels and via the web and any other means
- b) The Programme involves following a group of people ("the Participants") during approximately twenty two (22) days (24 hours a day) in a house and restricted surrounding area isolated from the outside world and specially constructed for the Programme ("the House"), which Participants shall be as self-sufficient as possible with no or minimal privacy from the outside world and who shall perform various tasks ("the Tasks") at the direction of the Company

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 In consideration of the payment to You of seventy-five thousand pounds ([REDACTED] ("the Fee") (or such other pro-rated amount as may be payable to You in accordance with the terms of this Agreement and in particular subject to any deductions to be made pursuant to clause 1.17) (which shall be a total fee inclusive of holiday entitlement accrued and not taken in the sum of [REDACTED]) and the Company agreeing that You contribute to and participate in the Programme (which You acknowledge to be good valuable and equitable consideration) You hereby consent to the photography, filming, recording and/or live relay of any part of Your appearance/participation in the Programme and to the filming of introductory material for the Programme (as may be reasonably required by the Company for the launch programme) ("the Recording") (the nature and content of which has been fully explained to You) and the inclusion of the Recording in the Programme. It is understood that Your occupation of the House

Lucy Pinder



EXPRESS NEWSPAPERS

The Northern & Shell Building, Number 10 Lower Thames Street, London EC3R 6EN

Telephone: 0871 434 1010 (Switchboard) / (Outside UK): +44 (0)870 062 6620 Facsimile: 0871 520 7766 / (Outside UK): +44 (0)870 211 7766

Direct Line:

23 July, 2007

Lucy Pinder,
C/o Dave Read,
Managing Director,
Neon Management Ltd.,
34 Clare Lane,
London,
N1 3DB.

Dear Ms Pinder,

I write to confirm the terms of agreement under which you undertake to appear in photoshoots for the Daily Star for Express Newspapers ("the Company").

1. The agreement will commence on 23 July 2007 for a period of 3 months. The contract cannot be terminated before 3 months has expired. However, it can be re-negotiated after 2 months. The Daily Star is to receive first refusal on a new contact.

Subject to your satisfactory performance of the terms of this agreement, payment will be made at the rate of [REDACTED] (plus VAT) per month, which is equivalent to [REDACTED] per annum. Payment will be made one month in arrears from the end of the month and will be paid by BACS into the bank account of Dave Read, Neon Management.

Would you please send the bank account and VAT details with your signed acceptance.

2. Notwithstanding Clause 1, this contract can be terminated by one week's notice on either side at any time if terms of the contract are breached.
3. You will provide to Express Newspapers the following on an exclusive basis:

Modelling services to Daily Star newspapers, Daily Star websites and other branded Express Newspaper products or events, including but not limited to websites and mobiles.

Lucy Pinder

Lucy Pinder Invoice List from 1/09/10

inv No.	Model	Client	Days	Rate	Travel	Due to Model	Status
8/10/10	8128	Lucy Pinder	VAT only invoice - Nuts	-	£0.00		
8/10/10	8129	Lucy Pinder	VAT only invoice - Sunday Star	-	£0.00	£0.00	LPI14
8/10/10	8130	Lucy Pinder	VAT only invoice - Freud	-	£0.00	£0.00	LPI19
9/11/10	8282	Lucy Pinder	FWP IPC d/I Jan/June	12-Nov	£1,950.66	£0.00	LPI12
15/11/10	8294	Lucy Pinder	Nuts Top up for Topless shoot fee 4/11	04-Nov	£1,350.00	£0.00	LPI13
15/11/10	8319	Lucy Pinder	Laid.co.uk 1st payment 12/11	12-Nov	£2,500.00	£0.00	LPI17
13/11/10	8326	Lucy Pinder	Hotshots Launch Party 11/11	11-Nov	£500.00	£0.00	LPI16
22/11/10	8366	Lucy Pinder	FWP CP to 18/11, Nuts, d/I Jan-Jun	26-Nov	£1,660.80	£0.00	LPI15
30/11/10	8394	Lucy Pinder	FWP CP to 29/11	03-Dec	£1,612.70	£0.00	LPI14
17/12/10	8456	Lucy Pinder	Loaded Feature shoot 7/12	07-Dec	£400.00	£0.00	LPI15
17/12/10	8487	Lucy Pinder	CP to 16/12	21-Dec	£266.32	£0.00	LPI22
6/1/11	8497	Lucy Pinder	Nuts Contract 1 of 6 16/12 - 15/1	16-Dec	£5,400.00	£0.00	LPI18
6/1/11	8525	Lucy Pinder	Nuts contract 2 of 6 16/1 - 15/2	16-Jan	£5,400.00	£0.00	LPI20
6/1/11	8526	Lucy Pinder	Nuts contract 3 of 6 16/2 - 15/3	16-Feb	£5,400.00	£0.00	LPI21
6/1/11	8527	Lucy Pinder	Nuts contract 4 of 6 16/3 - 15/4	16-Mar	£5,400.00	£0.00	LPI23
6/1/11	8528	Lucy Pinder	Nuts contract 5 of 6 16/4 - 15/5	16-Apr	£5,400.00	£0.00	LPI25
6/1/11	8529	Lucy Pinder	Nuts contract 6 of 6 16/5 - 15/6	16-May	£5,400.00	£0.00	LPI28
13/1/11	8562	Lucy Pinder	Hot shots Las Vegas 17th - 22nd Jan	17-Jan	£1,500.00	£0.00	LPI31
11/2/11	8708	Lucy Pinder	Laid.co.uk 2nd contract Instalment	02-Feb	£1,500.00	£0.00	LPI22
10/3/11	8808	Lucy Pinder	Star Page 3 shoot 10/3	10-Mar	£1,500.00	£0.00	LPI26
16/3/11	8816	Lucy Pinder	Red Tooth Poker 1st 50%	27-Mar	£2,500.00	£0.00	LPI24
16/3/11	8834	Lucy Pinder	Red Tooth Poker 2nd 50%	27-Mar	£2,500.00	£0.00	LPI26
8/4/11	8965	Lucy Pinder	Valmont Jan - Feb	08-Apr	£4.49	£0.00	LPI27
11/4/11	8996	Lucy Pinder	FWP Nuts Reuse Issue 9, Calendar R	12-Apr	£236.00	£0.00	LPI27
12/4/11	8997	Lucy Pinder	Lynx Extra Dry shoot 13/4	13-Apr	£36,000.00	£0.00	LPI31
27/4/11	9008	Lucy Pinder	Lynx Travel	13-Apr	£0.00	£42.50	
3/5/11	9076	Lucy Pinder	Monaco Grand Prix 28 - 30/5	28-Mar	£1,000.00	£0.00	
23/5/11	9149	Lucy Pinder	FWP CP to 19/5	19-May	£60.45	£0.00	LPI30
24/5/11	9156	Lucy Pinder	Nuts Contract 1 of 6	24-May	£5,400.00	£0.00	
27/5/11	9159	Lucy Pinder	Laid Completion	28-May	£2,000.00	£0.00	

Nuts

THE WEEKLY MAGAZINE FOR MEN

Nuts Editorial
26th Floor
King's Reach Tower
Stamford Street
London SE1 9LS

Telephone: 020 7261 5660

Ext _____

Fax: 020 7261 5480

Website Address: www.nuts.co.uk

Dave Read
Neon Management Ltd
34 Clare Lane
London
N1 3DB

12 March 2007

This Agreement is made this 12th day of March 2007

BETWEEN

- (1) IPC Media Limited incorporated in England with registered number 53626 and having its registered office at King's Reach Tower, Stamford Street, London SE1 9LS ("IPC")

AND

- (2) Dave Read, authorised agent for Lucy Pinder ("the Model"), of Neon Management Ltd, 34 Clare Lane London N1 3DB, UK ("Neon Management"), company registration number 04547854.
- (3) Lucy Pinder ("the Model")


WHEREAS

- (A) IPC is the leader in the UK consumer magazine industry and publisher of Nuts magazine and Nuts.co.uk.
- (B) Neon Management is in the business of providing agency services to models. It is a condition precedent of this Agreement that Neon Management is fully authorised and entitled to enter into this Agreement and to bind the Model to the terms and conditions set out in it.
- (C) IPC and Neon Management have agreed to enter into a commercial arrangement as set out in this Agreement whereby Neon Management have hereby granted IPC the exclusive first right to publish the first fully topless photographs and videos of the Model in all territories and will procure that various services are provided by the Model and that the Intellectual Property Rights in the Photographs and Videos are assigned to Neon Management upon the following terms and conditions.

Lucy Pinder Agreement

Neon Management and the Model agree to this contract of exclusivity between themselves and NUTS magazine from the date of this agreement for a period of 60 days from the date the April 6th 2007 issue of Nuts goes off sale on the 10th of April 2007. The Model agrees to attend a photographic shoot and interview with NUTS to take place on Friday the 16th March 2007. Neon Management and the Model are granting IPC permission to publish in NUTS all of the interview, the approved photographs, and the approved video of the Model taken at the Shoot. The agreed usage of the photographs and video is outlined in Schedule 1. To promote the issue the Model is to be available for press/publicity activity on Tuesday the 3rd of April from 8 am to 2 pm if required.

Lucy Pinder

 Nuts THE WEEKLY MAGAZINE FOR MEN	<p>Nuts Editorial 26th Floor King's Reach Tower Stamford Street London SE1 9LS</p> <p>Telephone: 020 7261 5660 Ext _____ Fax: 020 7261 5480 Website Address: www.nuts.co.uk</p>
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Payment
<p>IPC agrees to pay the Model c/o Neon Management [REDACTED] + VAT. Payment will be made within 30 days upon receipt of invoice, which can be submitted by Neon Management on completion of the shoot.</p>
Arrangements for the Shoot and Videos
<p>Styling brief to be agreed and followed by all parties prior to the shoot. The photographic and video style will include fully topless shots of the Model and be comparable with mainstream men's magazine style shoots. Photo shoot, video and interview to be done on the same day, between 10am and 6pm.</p>
Use of the photographs and video
<p>You permit NUTS to use and publish the photographs, video and interview as described in Schedule 1. Neon Management and the Model permit NUTS to use the photographs on the NUTS website for a period of 90 days after the April 6th publication date, and on any other electronic media that is NUTS branded. All mobile revenues generated by the approved images will be split between IPC and the Model as per the existing agreement between Neon Management and IPC. Neon Management and the Model will obtain an assignment of copyright in the photographs from the photographer, and Neon Management and the Model agree that all images taken at the shoot will not be sold or published in any media format worldwide for a period of one year from the date of this agreement. NUTS gives Neon Management and the Model the right to comment on and approve the choice of images used from the shoot as well as any video shot during the shoot, as long as final approval is given within 48 hours of receipt of edited selection. It is a condition of this agreement that Neon Management and the Model agree to approve at least 13 fully topless images of the Model from different setups, at least four video vignettes for mobile containing fully topless material of the Model, and one non-topless teaser video (for marketing purposes) of the Model. IPC reserves the right to delay the publication dates by up to two weeks in the case of unforeseen circumstances.</p>
Exclusivity
<p>Neon Management and the Model agree that from the date of this agreement until 60 days after the issue of NUTS featuring the Model comes off-sale, the Model will not participate in any photographic shoots, videos or interviews, and neither Neon Management nor the Model will give permission or approval to run any existing interviews or photoshoots with the Model, where the photographs or videos depict the Model fully topless in any UK or international publication whether print, electronic or otherwise. Neon Management and the Model agree to notify any third parties participating in a photographic shoot with the Model, of the terms of this exclusivity clause. IPC reserves the right to withhold payment and/or terminate this agreement if you breach this exclusivity clause.</p>

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Ext _____
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Website Address: www.nuts.co.uk

Confidentiality

All information relating to the business of either party, or to this Agreement and each party's know-how which is stated to be confidential, or which is obtained from one party by the other, is confidential, including (if either party is part of a larger group of companies) information relating to any other group company. Neon Management and the Model agree that the terms and conditions of this confidentiality agreement made between IPC and you dated 12th March 2007 shall apply to this Agreement.

I hereby confirm acceptance of the above terms and conditions. In order to confirm your approval and acceptance of the terms set out above, I should be grateful if you would sign where indicated and return attached duplicate of this letter.

Lucy Pinder
Lucy Pinder
DATE 16/03/07

Dave Read
Dave Read, for and on behalf of Neon Management
DATE 16 03 07

Marcus Mays
Marcus Mays, Associate Editor, NUTS, for and on behalf of IPC Media
DATE 16/03/07

Schedule 1

The right to publish:

A minimum of 13 approved fully topless photographs from the shoot, to be published as follows:

A minimum of 8 in the issue dated 6th April

1 in the issue dated 13th April

1 in the issue dated 20th April

1 in the issue dated 27th of April

1 on a giant poster or other special supplement to be published in an issue of Nuts dated 2007

1 in the Nuts Book (a re-use of one of the previously published images)

2 in an issue coverdated 2007 (comprising 1 new image and 1 re-use of a previously published image)

All above images to be published on mobile and a minimum of four fully-approved video vignettes to be published on mobile for a period of 90 days from date of issue

All images to be published on Nuts.co.uk for 90 days from the cover date of 6th April

ignite!
IPC: Ignite! Limited, King's Reach Tower, Stamford Street, London SE1 9LS
Switchboard: 020 72615660 Web site: <http://www.ipcmedia.com>
A part of IPC Media, a Time Warner company
Registered Office as above. Registered Number: 3754253 England

LUCY PINDER

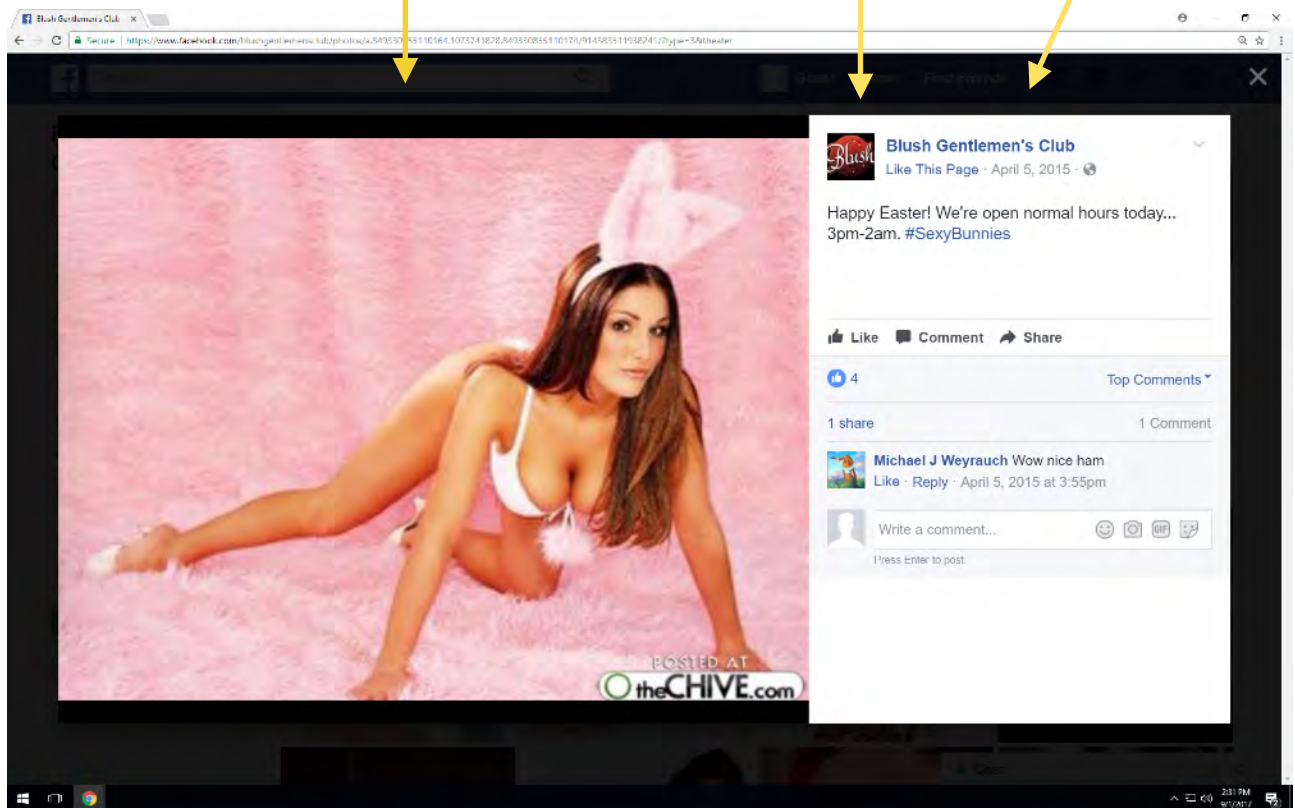
USE BY DEFENDANT



Lucy Pinder

Advertising.
“Blush Gentlemen’s Club”
attached to Ms. Pinder’s image

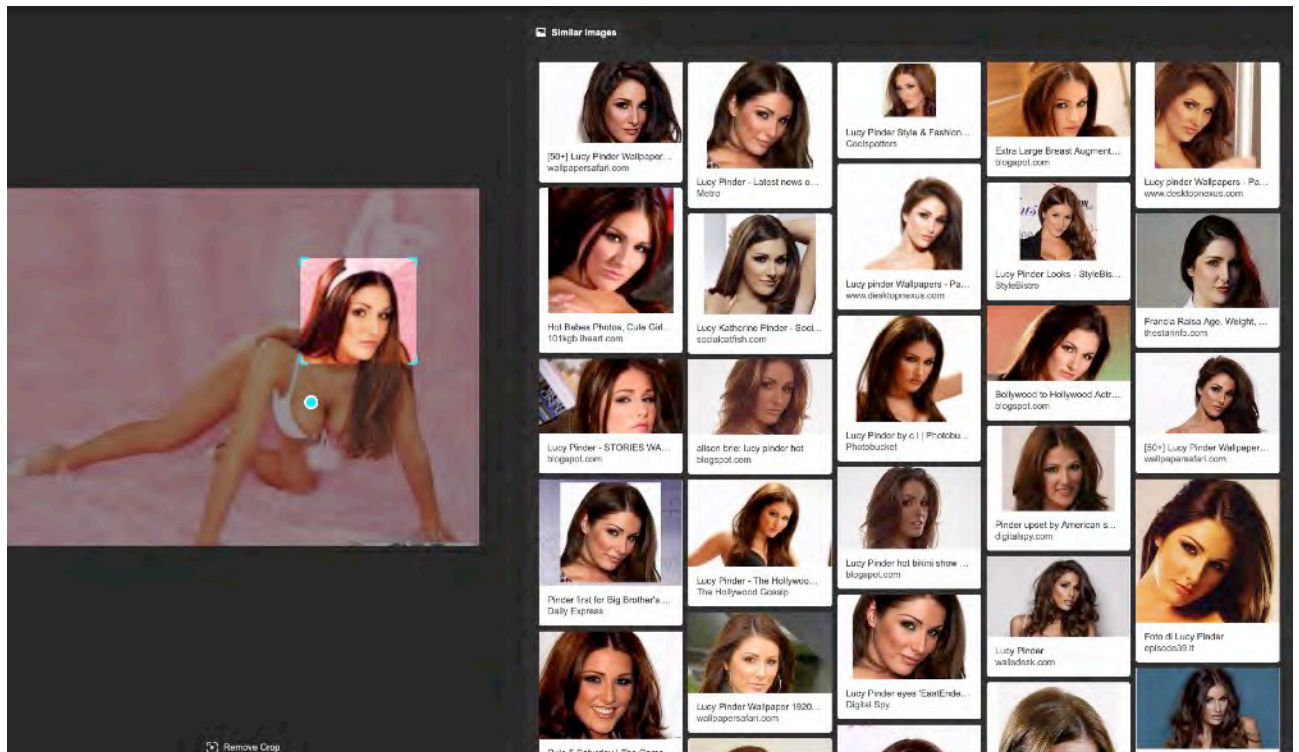
Social Media Use



Original Image of Ms. Pinder for Magazine Editorial



Bing search of image identifies Lucy Pinder.



Lucy Pinder.

- Ms. Pinder was paid [REDACTED] ([REDACTED]) for a one day shoot for Lynx Extra Dry for use as a TV commercial. (Contract attached)
- Ms. Pinder had a 6 months contract for 1 shoot day a month for [REDACTED] ([REDACTED]) Plus revenue share for mobile use. (Contract attached)
- *Ms. Pinder was paid [REDACTED] for a one day shoot for Nuts Magazine which was an editorial featuring Ms. Pinder. (Full contract attached)
- In this editorial Nuts Magazine was the product being promoted but Ms. Pinder was being promoted as herself.
- There is no straight line for Ms. Pinder for a rate as the Product being advertised by Hi Liter.
- Ms. Pinder was required to work one day from 8am - 4pm.
- The use of Ms. Pinder's image was on Nuts' website, published in Nuts Magazine and behind the scenes video used for promotion on mobile devices.
- Breakdown of [REDACTED] ([REDACTED]) for Day Rate, [REDACTED] ([REDACTED]) for Print usage and [REDACTED] ([REDACTED]) for Video use.
- The Nuts assignment for Ms. Pinder was by a client that has repeatedly booked Ms. Pinder for work over the years. Nuts at the time of the shoot and use of Ms. Pinder was one of the most popular men's magazines in Great Britain and across Europe. The magazine promoted Ms. Pinder as a personality and a beauty .
- In contrast the assignment for Blush Gentlemen's Club was a promotion of Ms. Pinder as a dancer at the club.
- As an agent of 30 years experience and considerations of all the factors listed in my report I have quoted a \$20,000 US Day rate for Ms. Pinder.

Lucy Pinder

Calculation of Fair Market Value for Images Used cont.

Blush Gentlemen's Club used one image of Ms. Pinder.

Image 1.

Ms. Pinder's image was used by Blush Gentlemen's Club to advertise their company and their services. Blush Gentlemen's Club distributed Ms. Pinder's image world wide on Social Media.

Usages:

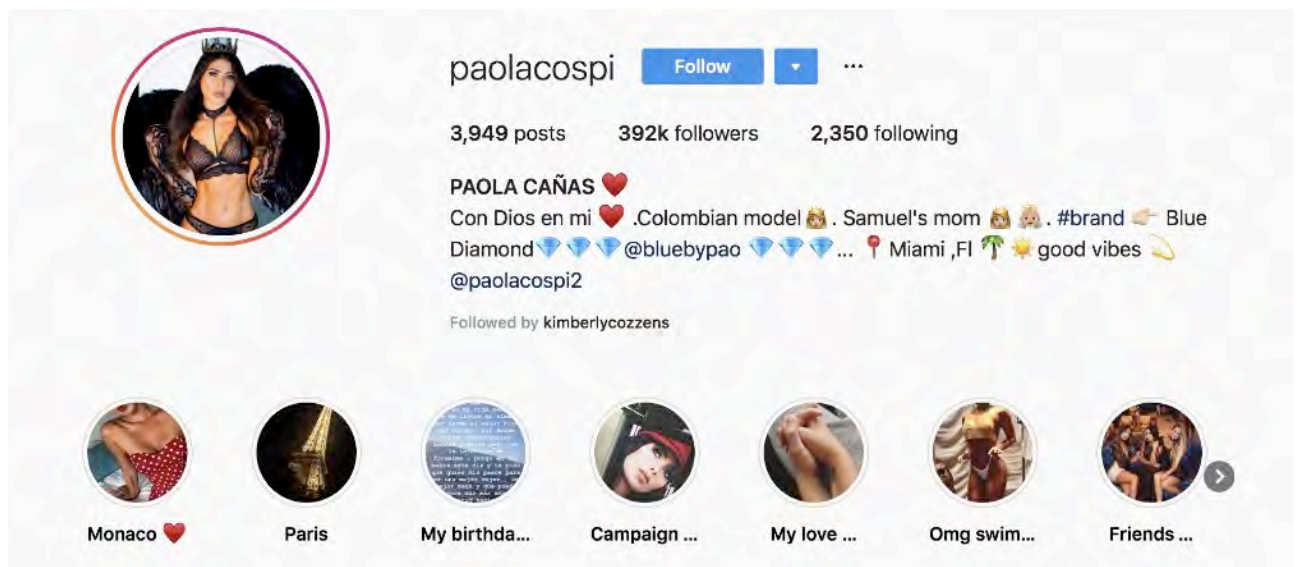
- Advertising; "Blush Gentlemen's Club" attached to Ms. Pinder's image. \$20,000
- Social Media; Ms. Pinder's image was distributed worldwide on Blush Gentlemen's Club Social Media. \$20,000

Lucy Pinder's actual fair market value for use of her image by Blush Gentlemen's Club are \$40,000

Background/Bio

Paola Canas is a model, host, runway model and actor. Paola has worked runway shows in her native Colombia, Mexico, the US, Ecuador and recently in Paris, France. Ms. Canas was a contracted model for Curve and their worldwide lingerie line and features in Curve's international ad campaign. In Dubai Paola was chosen as the face of the Masters Golf tournament and in Orlando was the image for the "International Surf and Sport expo".

Ms. Canas has worked for international brands and labels such as, Soho, Kiss underwear, Salon International, Zona Rosa and Esteban Escobar. Ms. Canas has appeared on numerous TV shows like FOX Sports and on both Telemundo and TV Azteca as herself. Ms. Canas continues to build an impressive profile and is constantly in demand between Miami, New York and LA.



Consider;

- All relevant points as listed above.
- Paola Canas is a full time model.
- Ms. Canas has over 350,000 social media followers.
- Ms. Canas has established single day rates between [REDACTED] and [REDACTED].

<https://www.instagram.com/paolacospi/?hl=en>

<https://www.facebook.com/canaspaola/>

<https://twitter.com/paolacanasfans?lang=en>

<https://twitter.com/paolacospi?lang=en>

<http://www.umtagency.com/model/144/paola-ca-as?div=lw>

<http://umt-books.netwalkapp.com/model/144/paola-ca-as?div=iw>



*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

EARNING DOCUMENTS	
Scribe Colombia Contract	
Playboy Mexico Contract	
Colombian TV contract	
Pitbull promotion contract	
Caracol TV Contract	

**CONTRATO DE PRESTACION DE SERVICIOS DE USO,
EXPLOTACION Y DIVULGACION DE IMAGEN**

PARTES INTERVINIENTES:

❖ **LA CONTRATANTE:**

SCRIBE COLOMBIA, S.A.S., sociedad comercial, con Nit 900442933-8, domiciliada en la ciudad de Bogotá, plenamente facultada para suscribir el presente contrato, representada en este acto por el Sr. Lic. **ARTURO LUIS PEREZ COURTADE** mayor de edad, domiciliado en México, Distrito Federal, identificada con pasaporte No. G07359951, actuando en su calidad de apoderado de la sociedad, a quien para los efectos de este documento se denominará **LA CONTRATANTE**

❖ **LAS CONTRATISTAS:**

PAOLA CANAS, mayor de edad, vecina de la ciudad de Medellín, identificada con la Cedula de Ciudadanía No.1.020.152, quienes actúan en su propio nombre como personas naturales; por la otra parte que en adelante y para los efectos del presente contrato en adelante conocidas conjuntamente e indistintamente como **"LAS CONTRATISTAS"**.

CLÁUSULAS:

PRIMERA: OBJETO DEL CONTRATO. LAS CONTRATISTAS se obligan para con LA CONTRATANTE y por encargo de ésta última, a prestar bajo su exclusivo riesgo y como contratistas independientes con plena autonomía administrativa, técnica y directiva, a permitir el uso, explotación y divulgación de su imagen, con el fin de que dicha imagen forme parte de las carátulas de los cuadernos, blocks y carpetas escolares de marca **SCRIBE®**, colección 2013-2014, que LA CONTRATANTE comercializa.

SEGUNDA: ALCANCE DEL CONTRATO. En virtud del presente contrato, LAS CONTRATISTAS se obligan para con LA CONTRATANTE a:

- a) Permitir la utilización de hasta 15 (quince) fotografías con conceptos diferentes que correspondan hasta 15 (quince) carátulas de los respectivos productos escolares entre los cuales se encuentran cuadernos, blocks y carpetas escolares.
- b) Permitir la utilización de las imágenes de las fotografías antes mencionadas en vallas, free cards, comunicaciones en general y en avisos publicitarios en los diferentes medios de comunicación, así como en los diferentes puntos de venta, tales como afiches, volantes, rompe tráfico, etc.
- c) Permitir la utilización del video correspondiente a la colección "Scribe® 2013-2014" con la imagen de LAS CONTRATISTAS en las diferentes estrategias promocionales que LA CONTRATANTE considere o requiera para la promoción y venta de sus productos.
- d) Participar en eventos sociales y/o comerciales como desfiles, firmas de autógrafos, actividades de prensa escrita con los medios de comunicación, entre otros. Dichos eventos deberán ser acordados y coordinados previamente por las partes contratantes.

PARÁGRAFO 1: Si LAS CONTRATISTAS tuvieran que desplazarse fuera de su ciudad y/o del país de origen con ocasión de cumplir con lo establecido en el presente contrato, LA CONTRATANTE pagará los gastos de transporte, alojamiento, alimentación, gastos de vestuario, accesorios, utería, mobiliario, contratación de locaciones, maquillaje y peinado de LAS CONTRATISTAS para las sesiones fotográficas, elaboración de video y para los eventos sociales programados, en desarrollo de este contrato y de un acompañante designado por esta.

Las modificaciones que sean necesarias con posterioridad a la firma del presente contrato, o cualquier servicio adicional que se requiera, deberán plasmarse por escrito antes de su ejecución y firmarse por ambas partes como modificación o adición al presente contrato.

TERCERA: OBLIGACIONES ESPECÍFICAS DE LAS CONTRATISTAS. Además de las obligaciones pactadas en la cláusula SEGUNDA del presente contrato, LAS CONTRATISTAS también se obligan a cumplir lo siguiente: **a)** Conceder a LA CONTRATANTE el uso exclusivo de su imagen en todo lo que se refiere a productos escolares, es decir, que LAS CONTRATISTAS se obligan a abstenerse de celebrar, con cualquier persona natural o jurídica, cualquier contrato con características y objeto iguales o similares a las del presente contrato. **b)** Permitir el uso de su imagen para promover la compra de los productos escolares **SCRIBE®**, en la temporada escolar 2013-2014. **c)** Abstenerse de efectuar cualquier tipo de manifestación, apreciación o comentario que vaya en detrimento cualquiera de las marcas de propiedad de LA CONTRATANTE, entre las que se encuentran **SCRIBE®, TRAZITOS®, DUPLICADOR®, FOTOBOND®,** etc.. **d)** Asistir cumplidamente a las sesiones fotográficas programadas y de las que se trata el objeto del presente contrato, y a todas y cada una de las presentaciones programadas según las especificaciones de este contrato, señaladas en la Cláusula Segunda, numeral D. **e)** Conservar en absoluta confidencialidad la información de LA CONTRATANTE a la que tengan acceso por cualquier medio **f)** Conservar una imagen pública acorde con el buen nombre que las caracteriza y acorde con los productos escolares **SCRIBE** que representan. **g)** Abstenerse de utilizar el material objeto del presente contrato (fotografías, vallas, videos) para promocionar o publicitar cualquier producto de una empresa diferente a LA CONTRATANTE, aún cuando no se trate de productos escolares.

CUARTA: OBLIGACIONES DEL CONTRATANTE. Además de las obligaciones que se derivan del presente contrato para EL CONTRATANTE, éste se obliga específicamente a:

- 4.1 Suministrar a LAS CONTRATISTAS en forma completa y oportuna la información necesaria para el desarrollo del presente contrato.
- 4.2 Efectuar cumplidamente los pagos convenidos en la cláusula SEXTA de este contrato, siempre y cuando LAS CONTRATISTAS le hayan presentado una factura o cuenta de cobro para tales efectos.
- 4.3 Entregarle a LAS CONTRATISTAS el **CRONOGRAMA DE PRODUCCIÓN FOTOGRÁFICA**, además de la programación de los eventos sociales/promocionales acordados previamente por las partes al menos tres semanas de anticipación a la fecha de inicio de los mismos.

QUINTA: EXCLUSIVIDAD. LAS CONTRATISTAS se comprometen así mismas a no aceptar o realizarle a otra(s) empresa(s) o persona(s) a nivel nacional, ni en Latinoamérica, durante el tiempo de duración del presente contrato, actividades de publicidad tanto en la radio, televisión, revistas, periódicos, catálogos o cualquier otra publicación que conlleve medios alusivos y/o masivos de comunicación, para la categoría de productos escolares o productos similares o relacionados con estos.

PARÁGRAFO 1: La presente cláusula de exclusividad de este contrato, tendrá el mismo término de duración de este contrato y un año más. Durante este tiempo, LAS CONTRATISTAS se abstendrán de contratar con otras empresas, compeleras o no de LA CONTRATANTE para realizar campañas publicitarias relacionadas con la promoción de los productos objeto de este contrato.

SEXTA: VALOR DEL CONTRATO. Por el desarrollo del presente contrato, LA CONTRATANTE pagará a LAS CONTRATISTAS, la suma única, fija y global de [REDACTED] COLOMBIANOS), menos la retención de ley correspondiente al 10% que resulta en la cantidad de [REDACTED], por lo que el pago neto de honorarios es por la cantidad de [REDACTED].

SEPTIMA: FORMA DE PAGO. LA CONTRATANTE se obliga a pagar el valor de este contrato el día 31 de Marzo de 2014, siempre y cuando LAS CONTRATISTAS hubieren radicado la factura correspondiente a más tardar el día 15 de marzo de 2014.

PARÁGRAFO: Cualquier costo adicional o ajuste al monto del valor del contrato, deberá ser negociado y convenido previamente y por escrito por las partes, en el entendido de que para cualquier aumento se tomarán en cuenta el desempeño de las ventas de los materiales escolares y dicho aumento no podrá ser superior al

PLAYBOY MEXICO
-LA MODELO-

CONTRATO DE MODELADO ARTISTICO, USO Y COMERCIALIZACION DE IMÁGENES, QUE CELEBRAN POR UNA PARTE "RELOJO PUBLICIDAD, S.A. DE C.V.", REPRESENTADA EN ESTE ACTO POR EL MTRO. FRANCISCO GARCÍA CHAVEZ, EN ADELANTE DENOMINADA "LA EDITORIAL" Y POR LA OTRA PARTE, POR SU PROPIO DERECHO LA SEÑORITA PAOLA ANDREA CANAS OSPINA, A QUIEN EN ADELANTE SE LE DENOMINARA COMO "LA MODELO", AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

DECLARACIONES

i) Declara "LA EDITORIAL" a través de su representante que:

PLAYBOY MEXICO
-LA MODELO-

número de personas que acudan al mismo. Por su parte "LA EDITORIAL" Se obliga a garantizar la seguridad e integridad física de "LA MODELO" durante la celebración de tal evento.

Todos los gastos razonables e inherentes y derivados directamente de la sesión y la firma de autógrafos, correrán por cuenta de "LA EDITORIAL", no estando obligada "LA MODELO" a desembolsar cantidad alguna por dichos conceptos.

E) - Derivado de lo pactado en el presente contrato, bajo los términos y condiciones establecidos en el, y en términos del artículo 87 de la Ley Federal Del Derecho De Autor, "LA MODELO" otorga a "LA EDITORIAL" el derecho pleno, total, irrevocable y **EXCLUSIVO** para la obtención, impresión en cualquier medio, ya sean revistas, calendarios, posters o todos los similares, la publicación, la explotación comercial, la transmisión y el uso inestruído de los "MATERIALES", así como de las imágenes fotográficas y grabaciones de audio, en audiovisuales que se hagan de las SESIONES ("DETRAS DE CÁMARAS"), las partes escogerán de común acuerdo las imágenes y material a utilizar, así como de la sesión de "FIRMA DE AUTOGRAFOS" y los "EVENTOS".

SEGUNDA.- ASISTENCIA A SESIÓN FOTOGRAFICA.- LA EDITORIAL se obliga a notificar con por lo menos cuarenta y ocho horas de antelación a "LA MODELO" sobre el llamado para la sesión fotográfica, indicando claramente los días, horarios y locaciones en los que se llevará a cabo LA SESIÓN.

Los materiales, la entrevista y el detrás de cámaras se obtendrán durante todas las "SESIONES", mismas que se celebrarán los días que libremente lo designe "LA EDITORIAL". Las "SESIONES" serán coordinadas, producidas y dirigidas por el personal profesional designado para tales efectos por "LA EDITORIAL".

En el supuesto de que las "SESIONES" se lleven a cabo en alguna locación fuera del Distrito Federal, "LA EDITORIAL" se obliga a pagar a "LA MODELO" los gastos de transporte, viáticos, hospedaje correspondiente, más el de un acompañante.

Independientemente de las medidas que "LA EDITORIAL" adopte para los efectos señalados en este párrafo, "LA MODELO" queda expresamente obligada a impedir, bajo cualquier circunstancia, el acceso a la SESIÓN, de fotógrafos, camarógrafos, periodistas y/o reporteros, así como de cualquier otra persona o sujeto que venga de un medio de comunicación impreso o electrónico distinto a "LA EDITORIAL".

"LA MODELO" podrá estar acompañada durante la sesión por 1 (una) sola persona, obligándose la primera a que la segunda no estorbe, interrumpa o entorpezca el desarrollo mismo de la sesión toda vez que su función se limitará a asistir y auxiliar en cuestiones personales a "LA MODELO". Los servicios, salarios, honorarios o estipendios de esta persona serán cubiertos y pagados por la "MODELO" de su propio peculio, sin que pueda rapelirlos de manera alguna a la "EDITORIAL".

TERCERA.- CONTRAPRESTACIÓN O PAGO.- Conviene las partes en que "LA EDITORIAL", pagará a "LA MODELO" como honorarios por el uso y explotación de su imagen fotográfica, en los términos contenidos en este contrato, la cantidad de [REDACTED] con I.V.A. **Incluido**, dicha contraprestación será pagada mediante transferencia electrónica a nombre de: **PAOLA ANDREA CANAS OSPINA** de acuerdo con la modalidad que se describe en los párrafos siguientes:

- A) La cantidad de [REDACTED], que "LA EDITORIAL" pagará a "LA TITULAR" el 30 de abril de 2018.
- B) La cantidad de [REDACTED], que "LA EDITORIAL" pagará a "LA TITULAR" el 30 de mayo de 2018.
- C) La cantidad de [REDACTED], que "LA EDITORIAL" pagará a "LA TITULAR" el 30 de junio de 2018.

Ambas partes firmantes de este contrato, acuerdan de manera expresa que por virtud del pago de los honorarios señalados en esta cláusula, todos y cada uno de los materiales, imágenes, fotografías, filmaciones, grabaciones, de audio, de video, son y serán propiedad exclusiva de la "EDITORIAL", quien por esta razón y en plena concordancia con el objeto de este contrato, ya pactado en la cláusula primera anterior, gozará, a título de dueño, del derecho pleno e inestruído de comercializarlos libremente por cualquier forma o medio, ya sea impreso o electrónico, incluyendo de manera enunciativa y no limitativa comunicación satelital, digital, internet, telefonía celular, sitios web, internet, buscadores.

Asimismo acuerda "LA MODELO" que una vez recibidos los pagos anteriores, otorga en favor de "LA EDITORIAL" y de quienes representen sus intereses, el finiquito más amplio que en derecho proceda sobre el particular, no reservándose el ejercicio de acción o derecho alguno al respecto, especialmente de cobro de cantidad adicional alguna por el uso y/o explotación de las imágenes fotográficas, materiales y el detrás de cámaras. Por tanto, queda claramente entendido entre las partes que "LA EDITORIAL" podrá reproducir libremente, transmitir, publicar, comunicar públicamente, exhibir, radiodifundir, transformar comprometiéndose expresamente a no realizar ninguna acción que pudiera perjudicar la imagen de "LA MODELO" distribuir, poner a disposición, y en general llevar a cabo cualquier acto de uso y explotación de los materiales y el detrás de cámaras, de común acuerdo, incluidos todos los medios promocionales y/o publicitarios que "LA EDITORIAL" estime convenientes, en cualquier número de ocasiones y en cualquiera de las publicaciones que comercializa, actualmente y durante la validez de este contrato o en un futuro, sin que por ello "LA MODELO" tenga derecho a percibir contraprestación adicional alguna a la expresamente pactada en esta cláusula durante todo el plazo de vigencia de este contrato.

4

TERCERA.- CONTRAPRESTACIÓN O PAGO.- Conviene las partes en que "LA EDITORIAL", pagará a "LA MODELO" como honorarios por el uso y explotación de su imagen fotográfica, en los términos contenidos en este contrato, la cantidad de [REDACTED] con I.V.A. **Incluido**, dicha contraprestación será pagada mediante transferencia electrónica a nombre de: **PAOLA ANDREA CANAS OSPINA** de acuerdo con la modalidad que se describe en los párrafos siguientes:

- A). La cantidad de [REDACTED], que "LA EDITORIAL" pagará a "LA TITULAR" el 30 de abril de 2018.
- B). La cantidad de [REDACTED], que "LA EDITORIAL" pagará a "LA TITULAR" el 30 de mayo de 2018.
- C). La cantidad de [REDACTED], que "LA EDITORIAL" pagará a "LA TITULAR" el 30 de junio de 2018.

Paola Cañas

Inicio del mensaje reenviado:

De: Bryan <bryan@eliteluxuryrentals.com>
Fecha: 25 de octubre de 2016, 3:03:44 PM EDT
Para: paolaacaso@hotmail.com
Asunto: Modeling contract

Paola,

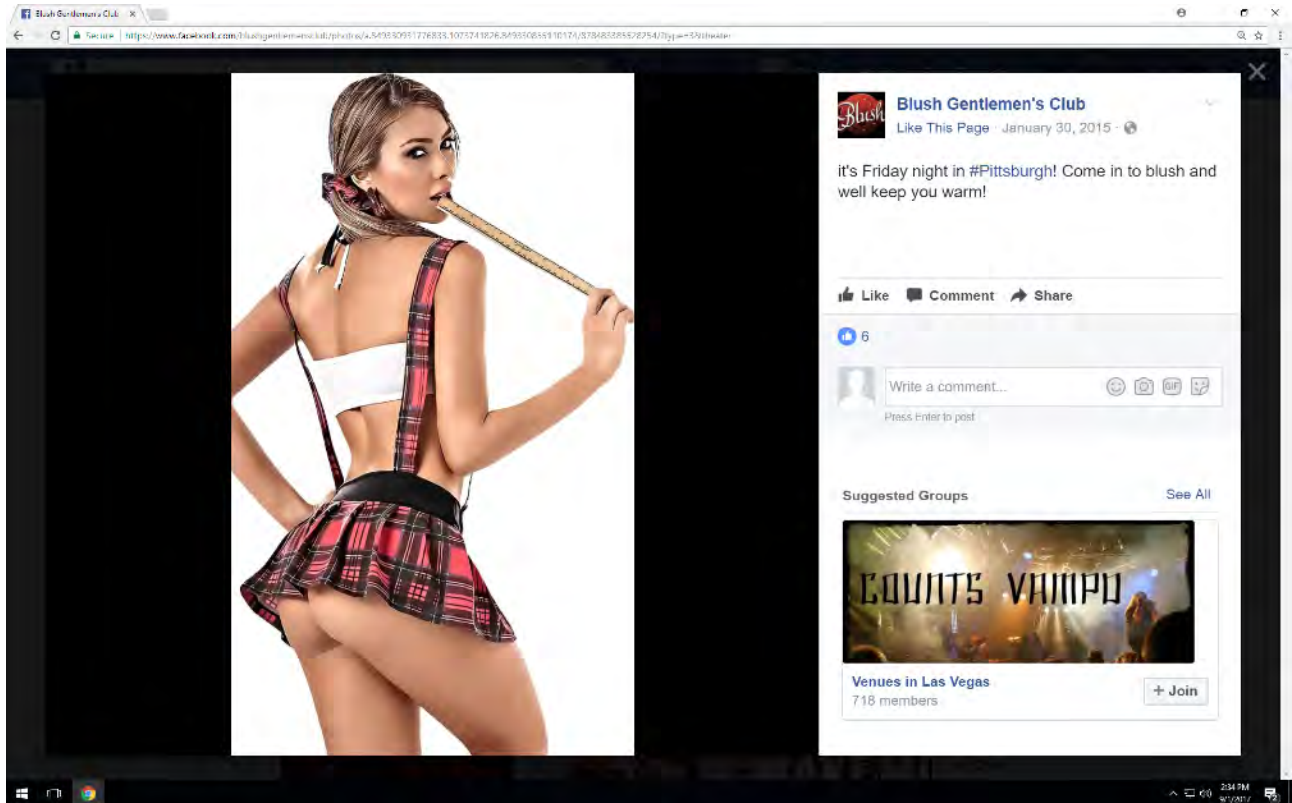
As per our conversation on the phone here are the terms of the contract we discussed. The contract will be for 3 months. In these 3 months you will be required to a minimum of 3 photo shoots per month. The photo shoots will be at our location where we house the vehicles or exterior locations specified. You will be required to post all photo shoots on your social media accounts directing traffic to our social media. The photo shoots shall be tasteful and classy and you should maintain your image on social media this way as well. We will pay the agreed amount of [REDACTED] for 3 months. If all goes well at the end of the months we can renew the contract. We look forward to working with you on this project and future projects.

Kind Regards,

Bryan G.
Director Of Operations

ELITE
LUXURY RENTALS
Phone: [305.285.2411](tel:305.285.2411)
Email: info@EliteLuxuryRentals.com
Web: www.EliteLuxuryRentals.com

Paola Canas USE BY DEFENDANT

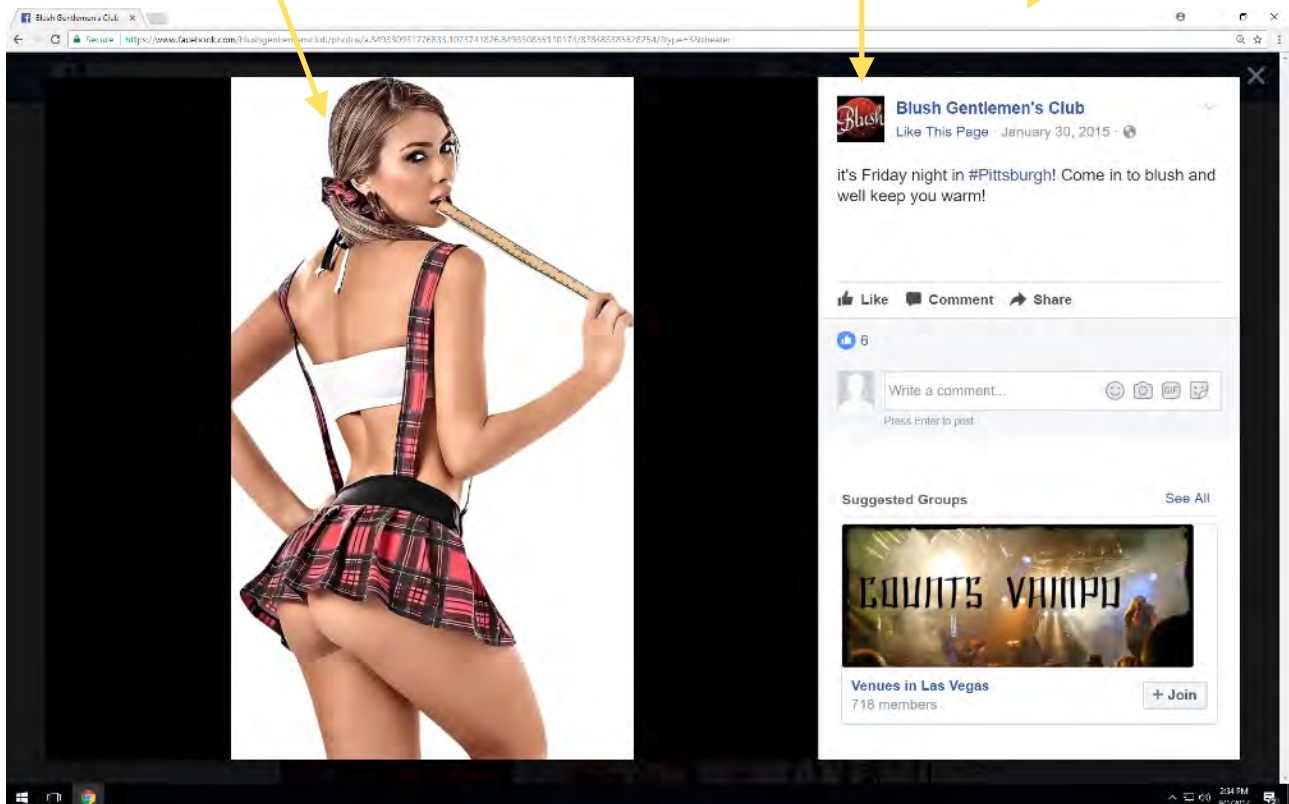


PAOLA CANAS

Advertising.
"Blush Gentlemen's Club"
attached to Ms. Canas' image

Social Media Use

Paola Canas



Original Image of Paola Canas for Costume Catalogue

COSTUMES

COSTUME PARTS

MASKS

MAKE-UP & FX

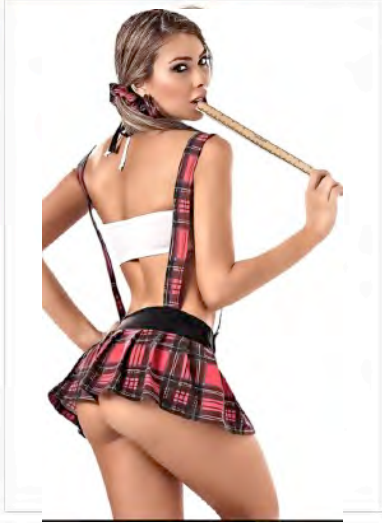
ACCESSORIES

PROPS

THEMES

SALE

Home > Costumes > Adult Costumes > Bunny Costumes & School Girl Costumes



Item # 202892 ★★★★★ (1)

Sexy School Girl Costume

Sassy school uniform for the self-conscious model student

INCLUDED IN DELIVERY

- Sexy School Girl costume, 2-piece
- With top
- With mini skirt
- Without stockings, shoes or pigtails

PRODUCT DESCRIPTION

Did we say provocative? A timeless male fantasy comes to life anew with this sexy school girl uniform – includes naughty button-down blouse and revealing mini skirt.

- Sexy School Girl costume, 2-piece
- With top
- With mini skirt
- Without stockings, shoes or pigtails

MATERIAL

top: 80% polyester, 20% cotton; mini skirt 100% polyester

49,90 €

incl. VAT, excl. shipping

SIZE

[View size information >](#)

S-M

M-L

In Stock

Stock low

ADD TO CART >

SECURE PAYMENT

PayPal

SOFORT
ÜBERWEISUNG

VISA

Master Card

AMERICAN
EXPRESS

amazon
pay

f

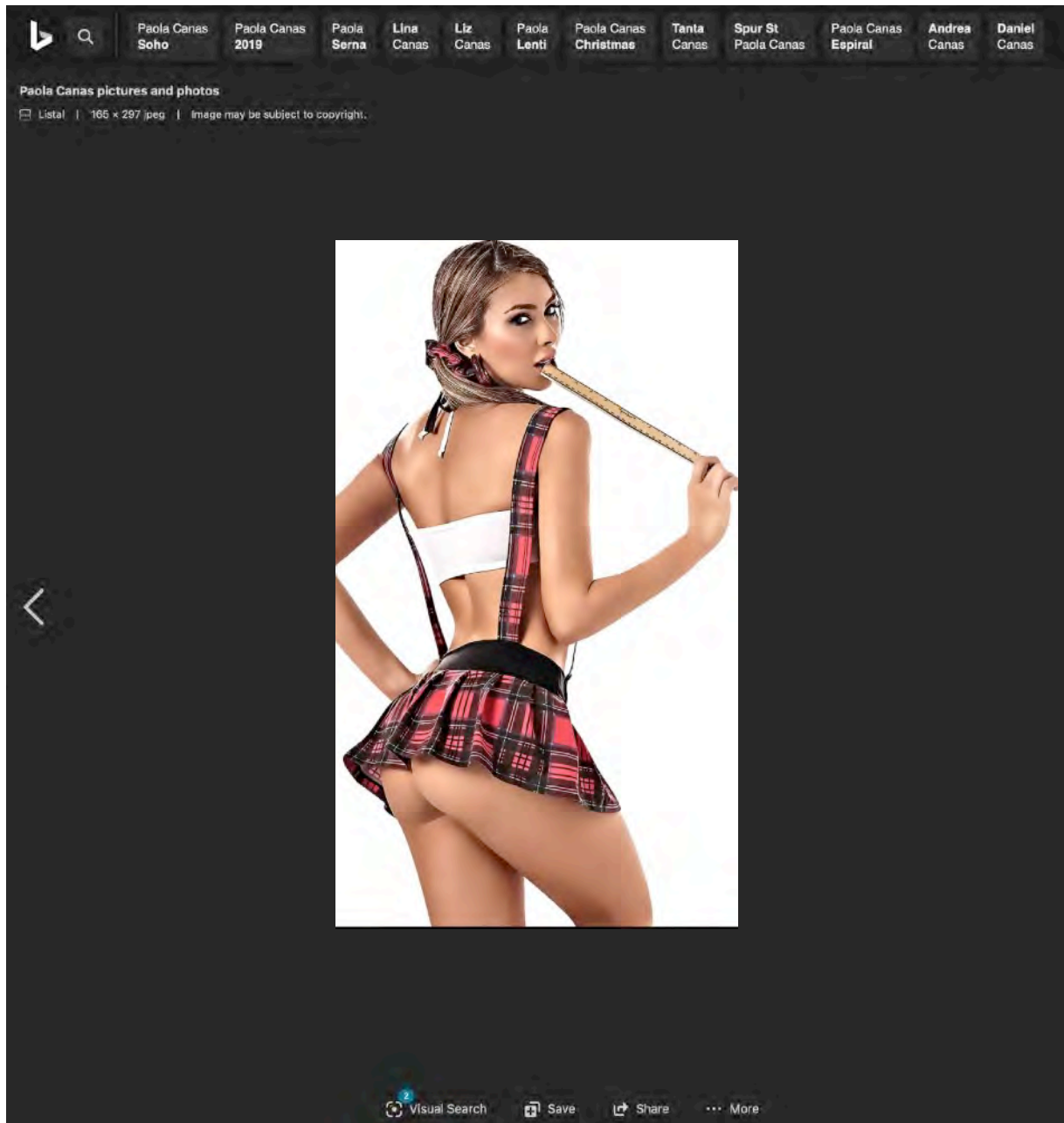
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184

PAOLA CANAS

Bing search of image identifies Paola Canas



STRAIGHT LINE CALCULATION OF DAY RATE

PAOLA CANAS

- Ms. Canas has worked full time as a model for over 10 years.
- Ms. Canas was paid over [REDACTED] for the cover of Mexican Playboy.
- Ms. Canas was paid over [REDACTED] for a shoot for the campaign of Scribe a Colombian Lingerie company.
- Ms. Canas has a career stretching throughout Latin America and the United States.
- The closest ‘comparable’ rate would be Ms. Canas fee and rate for one day’s work for Mexican Playboy. Although Mexican Playboy did not label Ms. Canas as a “Sexy Dancer’ available in a Gentlemen’s Club, Ms. Canas was in conjunction with Playboy the magazine ‘the product’ being promoted. Ms. Canas was paid [REDACTED] for a one day shoot.
- Ms. Canas was promoted as an exceptional beauty and although shot naked only her backside was shown. It must also be noted this was a shoot that Ms. Canas consented to and endorsed. It promoted Ms. Canas personally and enhanced Ms. Canas’ personal brand.
- It is important to note that a quoted Day Rate is for the model’s time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood that above and beyond that rate that ‘usage’ rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product (Blush Gentlemen’s Club’s use of Ms. Canas’ image makes her the product).
- All usages are negotiated and attract negotiated payments.
- In considering all of the factors listed in my report and based on my experience and expertise in this industry, when negotiating a rate of compensation for Paola Canas for the identified images used by Defendant, at a minimum, I would quote a working day rate of \$15,000.

Calculation of Fair Market Value for Images Used cont.

Blush Gentlemen's Club used one image of Ms. Canas.

Ms. Canas' image was used by **Blush Gentlemen's Club** to advertise their company and their services. **Blush Gentlemen's Club** distributed the images on Social Media.

Usages:

- Advertising. "Blush Gentlemen's Club" attached to Ms. Canas' image. (\$15,000)
- Social Media: Ms. Canas' Image used on Blush Gentlemen's Club's Social Media Pages. (\$15,000)

Paola Canas actual fair market value for use of her images by Blush Gentlemen's Club are \$30,000

Background/Bio

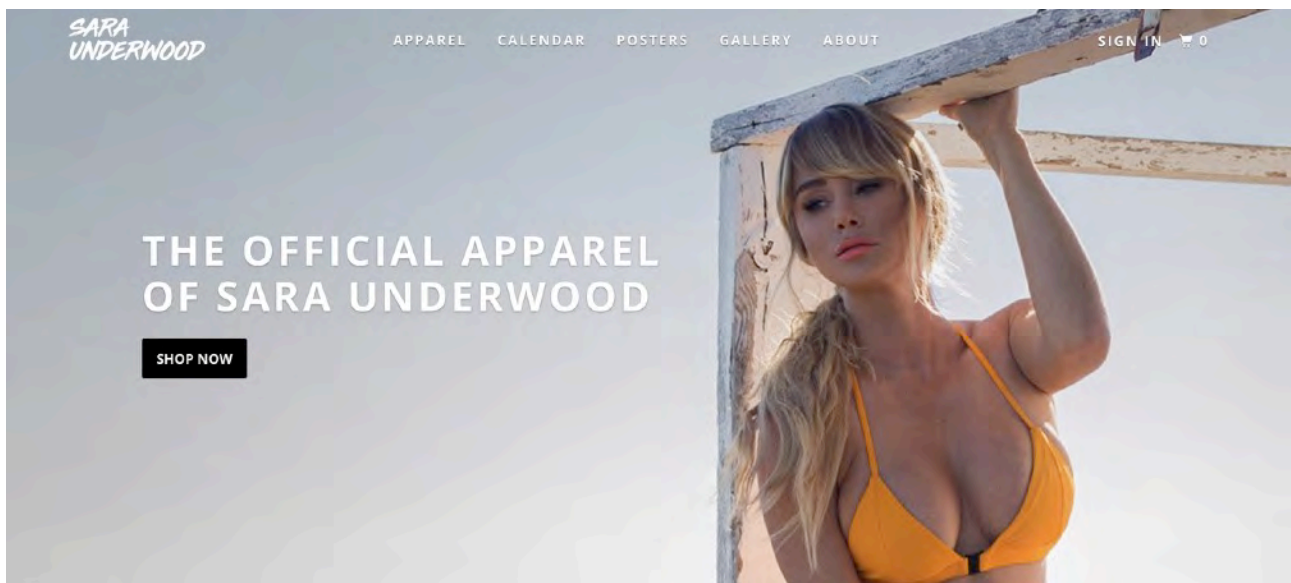
Sara Underwood is, and at all times relevant to this action was, is an American celebrity, model, actress, host and spokeswoman who has and continues to have an extremely prestigious career.

Ms. Underwood came to fame basically as the “All American, girl next door” with her slight frame, blonde hair and freckles. She was “discovered” by Playboy and featured in its Girls of the Pac-10 then chosen as the Playmate of the Month for the July 2006 issue of Playboy magazine and later became Playmate of the Year in 2007.

Ms. Underwood went on to feature in a number of world release movies and work in television as a presenter. She worked as a "fight jock" announcer for the Blackbelt TV cable network. In 2009 she co-hosted five episodes of G4's Attack of the Show, filling in for a vacationing Olivia Munn. She co-hosted episodes in 2010. In 2011, she was a substitute host and one of the regular presenters of "The Feed".

Since then Ms. Underwood has gone viral. In 2016 Ms. Underwood started an Instagram account where she chronicles her hikes to obscure and breathtaking locations. Ms. Underwood continues to pioneer a unique style of photography online by tapping into her Playboy background while embracing nature as a stunning backdrop. Ms. Underwood's independent “Nature Buff” venture has so far amassed 9 million followers on Instagram and over 15 million fans worldwide.

Ms. Underwood has over 15 million Social Media Followers total.



Consider.

All relevant points as listed above.

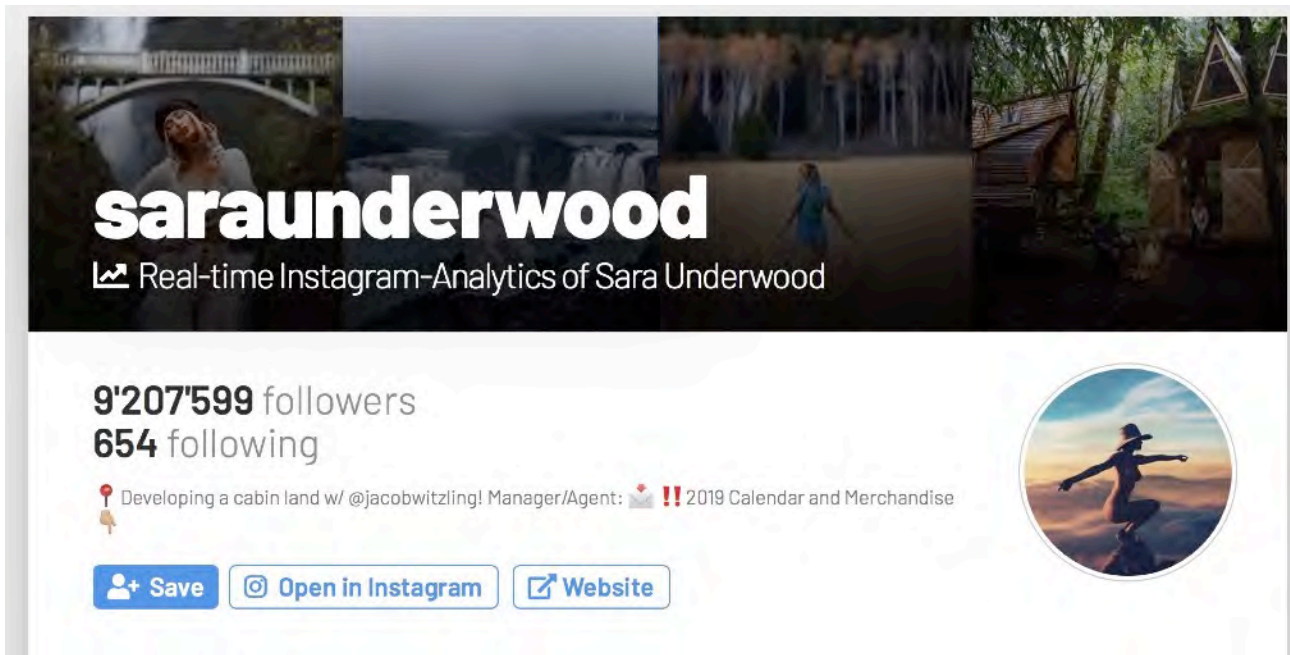
- Sara Underwood is a full time working model with a social media tally of over 14 million followers.
- Commercialization of her image.
- Ms. Underwood has established day rate of \$100,000 and monthly income of over \$60,000 based on the commercialization of her image.
- Ms. Underwood's career is on the rise.
- Ms. Underwood is in demand and growing.

<https://www.instagram.com/saraunderwood/?hl=en>
https://en.wikipedia.org/wiki/Sara_Jean_Underwood
<https://www.patreon.com/saraunderwood>
<https://saraunderwood.me>
<https://www.facebook.com/sarajeaunderwood/>
<https://www.imdb.com/name/nm2402750/>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

Attached;

- Playboy Playmate of The Year Contract [REDACTED]
- Ms. Underwood (one of) 1099's for 2017 for \$587,685.68



PLAYBOY

January 16, 2007

Ms. Sara Jean Underwood
C/o Playboy Studio West
2112 Broadway
Santa Monica, CA 90404

Dear Sara,

Congratulations on being chosen Playboy Magazine's Playmate of the Year for 2006. You're a beautiful girl and a lovely person and we're certain you're going to enjoy an exciting and successful reign as our newest Playmate of the Year.

It is very important that you understand that your selection as Playmate of the Year and the payment of the services fee is contingent on your satisfactorily completing (in the judgment of Playboy's editors) all the photography as enumerated below, making all personal appearances required as part of your duties as Playmate of the Year (as specified by Playmate Promotions) and fulfilling all other aspects of this contract. All the conditions in your original Playmate of the Month agreement (copy attached) remain unchanged and in force.

In return for the services you provide to the company as Playmate of the Year, you will receive a total compensation of [REDACTED] and may receive additional valuable gifts. Those services include the satisfactory (in the judgment of the editors) completion of the following: all photography required for your Playmate of the Year layout for the magazine; all filming connected with the Playmate of the Year video; the cover for the Playmate Review special magazine; all photography required for your Playmate of the Year press kit, Playmate Calendar and Playboy Websites. In addition, you will be required during the course of your PMOY year to make yourself reasonably available, at Playboy's request, for personal appearances in connection with various features and activities related to Playboy.

The payment of the [REDACTED] services fee will be divided into four parts as follows: [REDACTED] upon your signing and returning this letter to me (minus whatever monies have been advanced to you to date on this project); [REDACTED] upon completion of all photography as enumerated above; [REDACTED] on January 1, 2008 (assuming you have satisfactorily fulfilled your obligations as called for by Playboy and as described in the above paragraph); and the final [REDACTED] on June 1, 2008 which marks the official end of your year as reigning Playmate of the Year. This last payment is held until that time to insure that you have fulfilled all your obligations connected with Playmate of the Year.

This payment schedule represents the "gross" fees you will be paid. Playboy is required by law to withhold from your paychecks, federal and state income tax, social security and medicare taxes and any other applicable payroll taxes. If you receive additional gifts, Playboy will withhold additional payroll taxes from your services fee based on the total value of the gifts received.

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Attack Media Inc 14801 OXNARD ST UNIT #2 VAN NUYS 91411, CA 91356-6908		1 Rents \$	2 Royalties \$	3 Other income \$	4 Federal income tax withheld \$	OMB No. 1545-0115 2017 Form 1099-MISC Miscellaneous Income		
PAYER'S federal identification number 47-4513900	RECIPIENT'S identification number [REDACTED]	5 Fishing boat proceeds \$	6 Medical and health care payments \$	7 Nonemployee compensation \$ 587685.68	8 Substitute payments in lieu of dividends or interest \$			
RECIPIENT'S name SARA UNDERWOOD Street address (including apt. no.) 11904 SE BROOKSIDE DRIVE City or town, state or province, country, and ZIP or foreign postal code PORTLAND OR 97266		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	11	12	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.		
Account number (see instructions)	FATCA filing requirement <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	15a Section 409A deferrals \$	15b Section 409A income \$			
Form 1099-MISC (keep for your records)		www.irs.gov/form1099misc		Department of the Treasury - Internal Revenue Service		16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$

* Special Reference

<https://www.economist.com/graphic-detail/2016/10/17/celebrities-endorsement-earnings-on-social-media>

SARA UNDERWOOD

Jeremy Hache

To: Sara Cc: Yaniv, Michael

9/6/17

Details



Hi Sara, another good month to wrap up the summer! PS, we're looking into ads for you and will have some information for you very soon. We'd love to try those this month and see how well they work. We also have a mailing list of everyone who's ever contributed to your campaign that we're going to create a promo for as well to try and entice everyone back.

This month includes the extra \$500 for your mom for July. Let me know if you have any questions! We'll wire these out today.

PATREON WITHDRAWAL	\$76,168.77
EXPENSES TOTAL	\$713.88
SERVICE FEES TOTAL	\$3,750
TOTAL RECOUP	\$4,463.88
TOTAL AFTER RECOUP	\$71,704.89
PAYOUT -> SARA (80%)	\$57,363.91
PAYOUT -> ATTACK (20%)	\$14,340.98
PAYOUT -> KATHY	\$1,500.00
REIMBURSE KATHY	\$269.58

Also the direct deposit should be active by now, I'll let you know when you and your mom should expect it in your accounts.

PATREON WITHDRAWAL	\$78,405.04
EXPENSES TOTAL	\$342.88
SERVICE FEES TOTAL	\$3,250.00
TOTAL RECOUP	\$3,592.88
TOTAL AFTER RECOUP	\$74,812.16
PAYOUT -> SARA (80%)	\$59,849.73
PAYOUT -> ATTACK (20%)	\$14,962.43
PAYOUT -> KATHY	\$1,000.00
REIMBURSE KATHY	\$48.64

Thanks!

PATREON WITHDRAWAL	\$82,177.85
--------------------	-------------

TOTAL RECOUP	\$3,613.06
TOTAL AFTER RECOUP	\$78,564.79
PAYOUT -> SARA (80%)	\$62,851.83
PAYOUT -> ATTACK (20%)	\$15,712.96
PAYOUT -> KATHY	\$1,000.00
REIMBURSE KATHY	\$87.14
PAYOUT -> EMILY	\$600.00
PAYOUT -> SARA ADJUSTED	\$62,251.83

PATREON WITHDRAWAL	\$80,801.20
EXPENSES TOTAL	\$2,808.11
SERVICE FEES TOTAL	\$3,250.00
TOTAL AFTER RECOUP	\$74,743.09
PAYOUT -> SARA (80%)	\$59,794.47
PAYOUT -> ATTACK (20%)	\$14,948.62
PAYOUT -> KATHY	\$1,000.00
REIMBURSE KATHY	\$243.79

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Attack Media Inc 14801 OXNARD ST UNIT #2 VAN NUYS, CA 91411		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 2018 Form 1099-MISC	Miscellaneous Income
PAYER'S TIN 47-4513900		3 Other income \$	4 Federal income tax withheld \$	Copy B For Recipient	
RECIPIENT'S TIN [REDACTED]		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name SARA UNDERWOOD ENTERPRISES Street address (including apt. no.) 11904 SE BROOKSIDE DRIVE PORTLAND OR 97266		7 Nonemployee compensation \$ 238354.20	8 Substitute payments in lieu of dividends or interest \$		
Account number (see instructions)		FATCA filing requirement <input type="checkbox"/>	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
15a Section 408A deferrals \$		15b Section 408A income \$	11 \$	12 \$	
13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$	16 State tax withheld \$	17 State/Payer's state no. \$	
18 State income \$					

Form 1099-MISC (keep for your records) www.irs.gov/Form1099MISC Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. ATK MANAGEMENT GROUP INC. 14801 OXNARD STREET #2 VAN NUYS, CA 91411 8183435422		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 2018 Form 1099-MISC	Miscellaneous Income
PAYER'S TIN 82-3126501		3 Other income \$	4 Federal income tax withheld \$	Copy C For Payer	
RECIPIENT'S TIN [REDACTED]		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name, address, ZIP/postal code & country SARA UNDERWOOD ENTERPRISES 11904 SE BROOKSIDE DRIVE PORTLAND OR 97266		7 Nonemployee compensation \$ 314786.50	8 Substitute payments in lieu of dividends or interest \$		
Account number (see instructions)		FATCA filing requirement <input type="checkbox"/>	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2018 General Instructions for Certain Information Returns.
15a Section 408A deferrals \$		15b Section 408A income \$	11 \$	12 \$	
13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$	16 State tax withheld \$	17 State/Payer's state no. \$	
18 State income \$					

Form 1099-MISC Department of the Treasury - Internal Revenue Service

Employee Reference Copy
W-2 Wage and Tax Statement 2018
OMB No. 1545-0008

Copy C for employee's records

d Control number 000001	K4/XQ3	Dept.	Corp.	Employer use only A
c Employer's name, address, and ZIP code SARA UNDERWOOD ENTERPRISES LLC 11904 SE BROOKSIDE DR PORTLAND, OR 97266				
Batch #96148				
e/f Employee's name, address, and ZIP code SARA UNDERWOOD 11904 SE BROOKSIDE DR PORTLAND, OR 97266				
b Employer's FED ID number 82-2961755	a Employee's SSA number [REDACTED]			
1 Wages, tips, other comp. 120000.00	2 Federal income tax withheld 21505.41			
3 Social security wages 120000.00	4 Social security tax withheld 7440.00			
5 Medicare wages and tips 120000.00	6 Medicare tax withheld 1740.00			
7 Social security tips	8 Allocated tips			
9 Verification Code	10 Dependent care benefits			
11 Nonqualified plans	12a See instructions for box 12			
14 Other 80.00 OR SIT	12b 12c 12d			
15 State Employer's state ID no. OR 01735735 2	16 State wages, tips, etc. 120000.00			
17 State income tax 9760.59	18 Local wages, tips, etc.			
19 Local income tax	20 Locality name			

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. MILLIONAIRE MEDIA LLC 110 WASHINGTON AVE #1524 MIAMI BEACH FL 33139		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 2018 Form 1099-MISC	Miscellaneous Income
PAYER'S TIN 26-0151495		3 Other income \$	4 Federal income tax withheld \$	Copy B For Recipient	
RECIPIENT'S TIN [REDACTED]		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name and address SARA UNDERWOOD 11904 SE BROOKSIDE DRIVE PORTLAND OR 97266		7 Nonemployee compensation \$ 7500.00	8 Substitute payments in lieu of dividends or interest \$		
Account number (see instructions)		FATCA filing requirement <input type="checkbox"/>	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
15a Section 408A deferrals \$		15b Section 408A income \$	11 \$	12 \$	
13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$	16 State tax withheld \$	17 State/Payer's state no. \$	
18 State income \$					

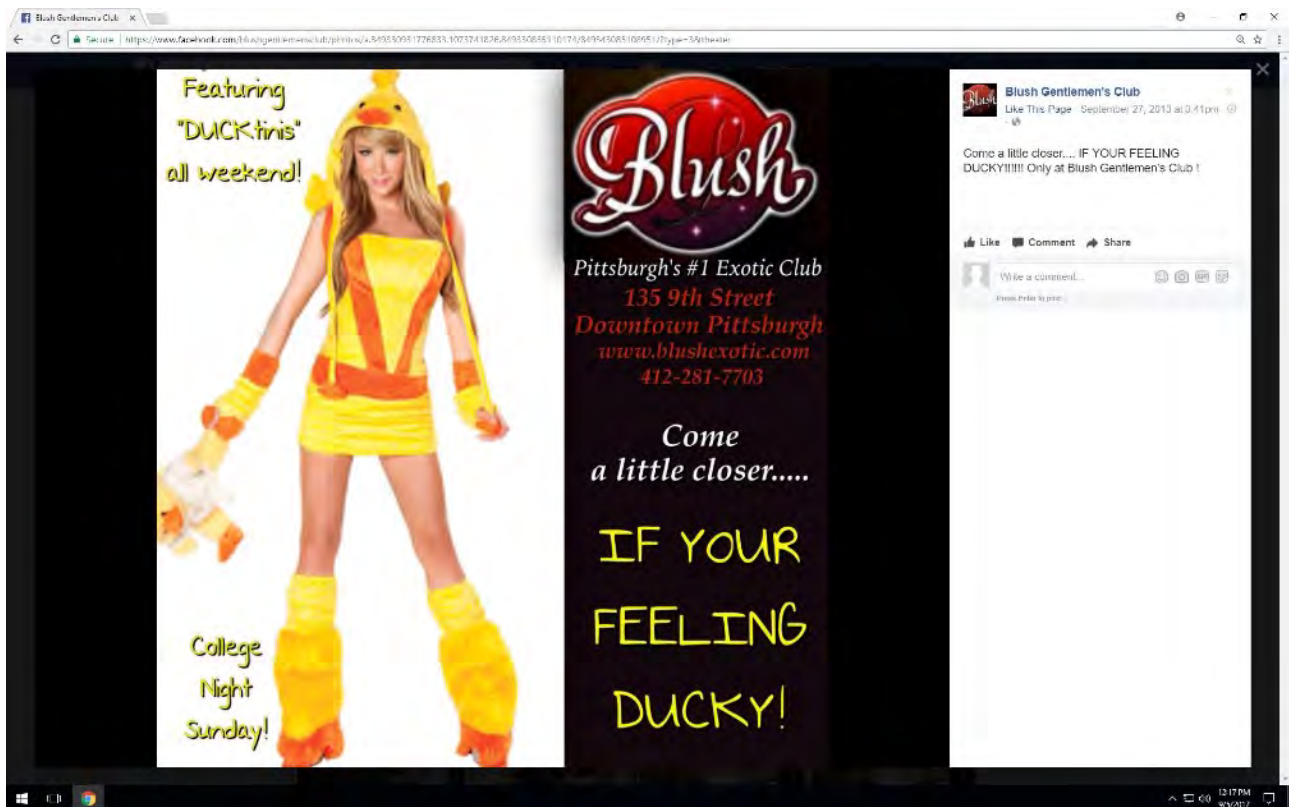
Form 1099-MISC (keep for your records) www.irs.gov/form1099MISC Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. MILLIONAIRE MEDIA LLC 110 WASHINGTON AVE #1524 MIAMI BEACH FL 33139		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 2018 Form 1099-MISC	Miscellaneous Income
PAYER'S TIN 26-0151495		3 Other income \$	4 Federal income tax withheld \$	Copy 2 To be filed with recipient's state income tax return, when required.	
RECIPIENT'S TIN [REDACTED]		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name and address SARA UNDERWOOD 11904 SE BROOKSIDE DRIVE PORTLAND OR 97266		7 Nonemployee compensation \$ 7500.00	8 Substitute payments in lieu of dividends or interest \$		
Account number (see instructions)		FATCA filing requirement <input type="checkbox"/>	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
15a Section 408A deferrals \$		15b Section 408A income \$	11 \$	12 \$	
13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$	16 State tax withheld \$	17 State/Payer's state no. \$	
18 State income \$					

Form 1099-MISC (keep for your records) www.irs.gov/form1099MISC Department of the Treasury - Internal Revenue Service

Sara Underwood
Use by Defendant.



Sara Underwood

Advertising

Social Media Use



Sara Underwood

Original Use of Image for Costume company

Yandy.com



5Pc Rubber Ducky Costume

Style #: CS137-138-140-141-04044

~~\$79.00~~ **\$39.00**

Color Size:

Quantity

This product is out of stock online, but may be available in store locations.
Please call your local store to confirm stock is available.

★ Add to List


[Read Reviews](#) [Write a Review](#)

0



Bing search of image identifies Sara Underwood

Sara Jean Underwood in Awesome Bikini and Cosplay Photos ...
blogspot.com | 530 x 845 .jpg | Image may be subject to copyright.



Visual Search Save Share More

All Pages with this Similar images




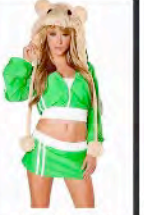

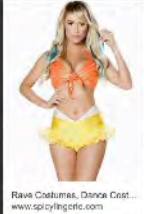



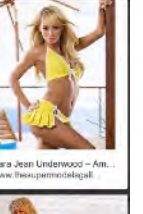
Pages with this

Beautiful Sara Jean Underwood list
1 list | 340 x 656 | 22 KB | .jpg

Sara Jean Underwood very Hot and sexy Hq Photo collection ...
blogspot.com | 402 x 610 | 56 KB | .jpg

See more pages

Similar images

 Rubber Duck Costume Lb... www.lovesekene.com	 Rubber Duck Costume Lb... www.lovesekene.com	 A History of Sara Jean Under... scagrouble.com	 Sexy Animal Costumes for A... www.3rdstreet.com	 Happy Kitty - Complete Cost... www.lovesekene.com
 Rave Costumes, Dance Cost... www.sprylingerie.com	 cat costume Tumblr Tumblr	 gangwayum: Bc Jean Walp... blogspot.com	 Native American Babe Costu... www.lingerieusa.com	 Sara Jean Underwood - Am... www.thexsupermodelgall...

Calculation of Fair Market Value for Images Used

Over the span of her career Ms. Underwood has been paid day rates ranging from \$2,500 a day for simple catalogue work to [REDACTED] for her shoot and title of Playboy Playmate of the Year to subscription payments averaging over [REDACTED] a month resulting from a single day shoot.

Ms. Underwood has consented to and endorsed all of the products she has been associated with but Blush Gentlemen's Club use of her image promotes Blush Gentlemen's Club the events at Blush Gentlemen's Club, alcohol, half naked women and depicts Ms. Underwood as a product.

Ms. Underwood does not have a 'straight line' comparable rate for use by Blush Gentlemen's Club as Ms. Underwood has not worked for a Gentlemen's Club like Blush Gentlemen's Club. As shown by Ms. Underwood's various recent 1099's, she utilizes 'new media' and commercialization of her image successfully to produce large income. This value is very real and does not conform to a traditional 'day rate' but needs to be considered in the true valuation of Ms. Underwood's image. In more of new media's use Ms. Underwood represents paid product to be associated with her and her image also Ms. Underwood represents a lifestyle, beauty and sexuality that also becomes the product.

In considering all the above factors listed and in my report, earning documents supplied by Ms. Underwood and with no direct comparable rate for work at a club such as Blush Gentlemen's Club, consider Ms. Underwood was paid [REDACTED] for a Playboy shoot. Discount promotional days and then take in to account a monthly income of close to [REDACTED]. A day rate for work as "the product" for a Gentlemen's Club such as Blush Gentlemen's Club is not something Ms. Underwood would consider and would be negotiated in the higher range of previously demonstrated rates earned by Ms. Underwood.

It is important to note that a quoted Day Rate is for the model's time on set. (The accepted way that an advertiser obtains photos of a model for use in their advertisements. It is also easily understood that above and beyond that rate that 'usage' rates would be quoted depending upon the way in which the advertiser uses the images obtained from the photo shoot. For example, posters, billboards, flyers, world wide distribution on Social Media, personal references to the product (Blush Gentlemen's Club's use of Ms. Underwood's image makes her the product). All usages are negotiated and attract negotiated payments.

Based on my experience and expertise in this industry, when negotiating a rate of compensation for Sara Underwood for the identified images used by Defendants at a minimum, I would quote a working base rate of \$50,000.

Blush Gentlemen's Club used one image of Ms. Underwood.

Image 1

Ms. Underwood's image was used by Blush Gentlemen's Club to advertise their company and their services. Blush Gentlemen's Club distributed the images on Social Media.

Usages:

- Advertising. “ Blush Gentlemen's Club” attached to Ms. Underwood's image. (\$50,000)
- Social Media: Ms. Underwood's Image used on Blush Gentlemen's Club Social Media pages. (\$50,000)

Sara Underwood’s actual fair market value for use of her image by Blush Gentlemen's Club are \$100,000

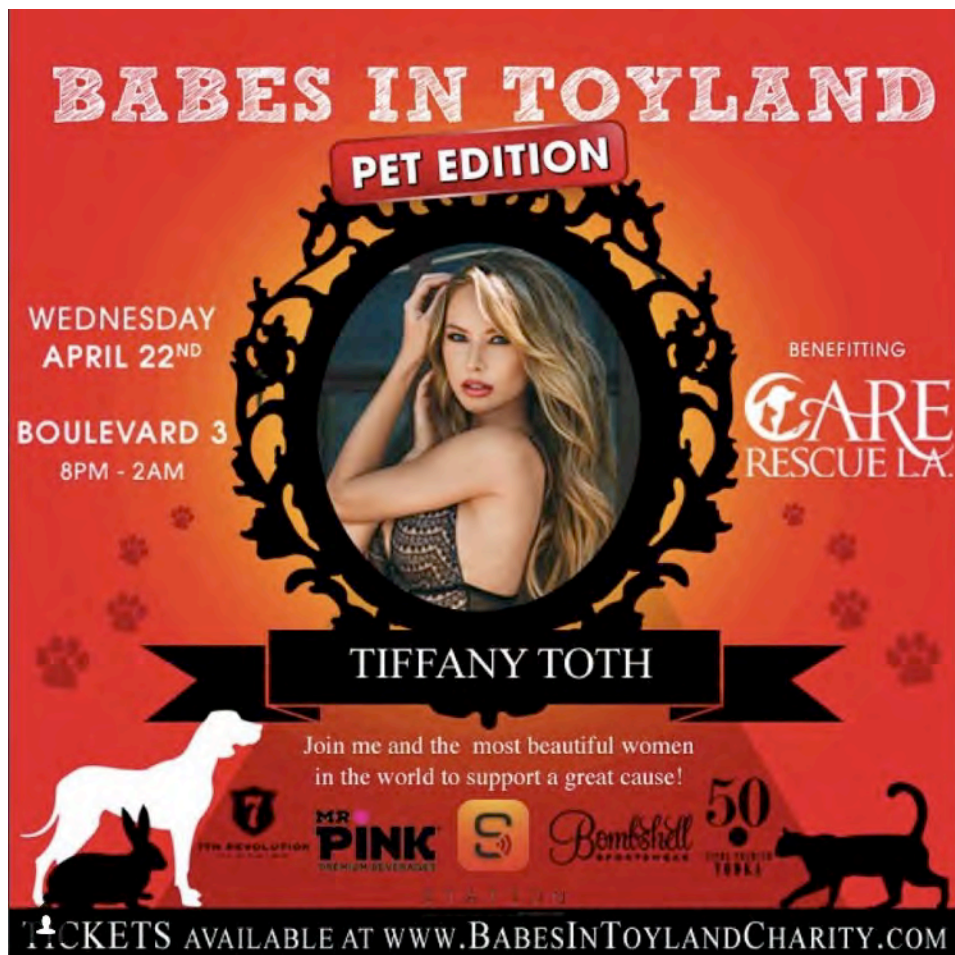
Background/Bio

Tiffany Toth Gray is, and at all times relevant to this action was, and is an American model, host, TV personality, spokeswoman, business woman and former Playboy Playmate of the month. Ms. Toth Gray shot numerous times for Playboy and was then scouted by a Los Angeles model agent. Ms. Toth Gray was in huge demand by magazines, fashion and lingerie companies and has worked and featured in advertisements for many National and International campaigns.

Clients and appearances of Ms. Toth Gray's include, covers of Muscle and Fitness, Kandy, Iron Man and DSS magazines, Esquire, Rockstar Energy Drinks, Monster Energy Drinks, Face of The Palms Hotel, Face of The Hard Rock Hotel and was Playboy's Miss September 2011.

Ms. Toth Gray was a popular co-host on the award winning TV show "Get Out", "Daily Habit" and "TheAnti Viral Show". Ms. Toth Gray has also appeared on the TV series "Las Vegas", "Jimmy Fallon" and "Tosh.O".

Ms. Toth Gray has a social media presence of over 5.5 million followers. Ms. Toth Gray endorses a number of products and is the owner of The app "Sexymoji by Tiffany Toth Gray"



Consider:

All relevant points as listed above.

- Ms. Gray is a full-time model, business woman and celebrity.
- Ms. Gray has over 5 million social media followers.
- Ms. Gray has an established day rate of over \$30,000.
- Ms. Gray is a Playboy Playmate of the Month.

<https://www.instagram.com/tiffanytothxoxo/?hl=en>

<https://www.tiffanytoth.net>

<https://www.facebook.com/TiffanyToth2/>

<https://twitter.com/tiffanytothxoxo?lang=en>

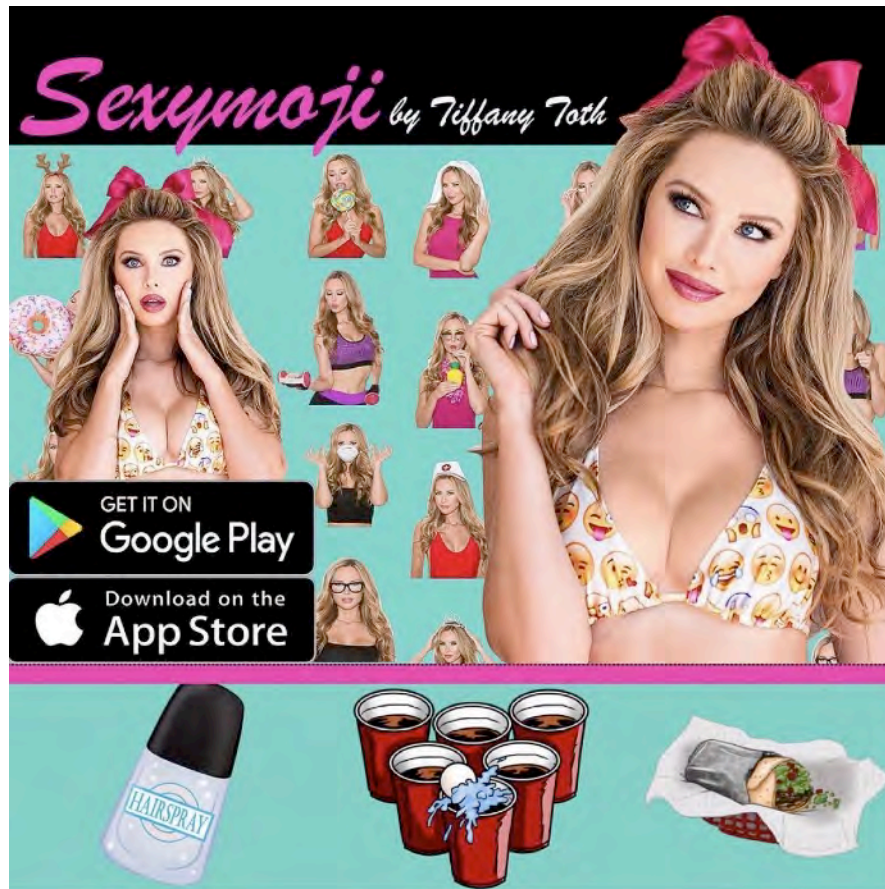
<https://www.imdb.com/name/nm3101461/>

<https://www.fhm.com/posts/tiffany-toth-dating-advice-grooming-movember-145964>

*All documents, reference material, exhibits and other material considered in rendering or forming my opinions are available by request to Counsel.

Attached as examples:

1. Playboy Playmate of the Month Contract \$25,000+
2. Kapps Media Licensing Agreement . Revenue Share.
3. Dexi Media 1099
4. Playboy 2011, 2012 W-2's



PLAYBOY

April 14, 2011

Tiffany Toth
2127 E. Brentford Ave.
Orange, CA 92867

Dear Tiffany:

Congratulations on being chosen as a finalist for possible selection as a Playboy "Playmate of the Month." Accordingly, we will arrange your Playmate photography sessions. If you satisfactorily complete these sessions and are selected and published as "Playmate of the Month," you will receive \$25,000 and valuable publicity, plus have the opportunity to be considered as Playboy's "Playmate of the Year."

For your part, you agree to:

A. Cooperate with us and make yourself available for:

1. the still photography sessions required for the "Playmate of the Month" and, if chosen, "Playmate of the Year" features, including the promotion and production of events connected with either title;
2. film sessions, including behind the scenes video and audio recordings, connected with the production of any film, TV, video, internet or mobile programming that relate to either the "Playmate of the Month" or "Playmate of the Year" title;
3. additional still photography or film sessions in connection with being selected to either above title after your Playmate feature has been published, which may include, but not be limited to Playboy's international editions, Playboy websites, the Playmate Review and Playmate Calendar and Playboy Special Editions for which you will be paid additional modeling fees at Playboy's then prevailing Playmate modeling rates;
4. up to 20 days of promotional appearances during the month your issue of Playboy Magazine is on-sale. You will be paid additional promotional fees at Playboy's then prevailing rates should you exceed the 20 days or for subsequent days after the issue of the magazine containing your Playmate feature has gone off sale; and

1

PLAYBOY MAGAZINE/2112 BROADWAY AVENUE/SANTA MONICA, CALIFORNIA 90401-1000/TEL: 310-865-1500

Finally, please note this agreement constitutes the entire agreement between you and Playboy regarding your reign as a "Playmate of the Month" and replaces any and all prior and/or contemporaneous written and/or oral agreements between us regarding your becoming a Playmate.

We are delighted to have you associated with Playboy and want to help you in every way possible to do an outstanding job for our mutual benefit. Please feel free to consult with me or any of our photo editors if you have any questions regarding your obligations and activities related to being a Playmate.

Sincerely,

PLAYBOY ENTERPRISES INTERNATIONAL, INC.

By Stephanie Morris
Title West Coast Photo Editor
Date 4-14-11

ACCEPTED AND AGREED TO:

By [Signature]
Professional or Business Name
Date 7/22/11

Kapps Media LLC
1541 Ocean Avenue #1
Santa Monica, CA 90401

July 12, 2016

Re: Artist Commitment Letter – Tiffany Toth

It is with great pleasure that I confirm your agreement to sign-on with Kapps Media LLC for a dedicated mobile keyboard app. This Commitment Letter (hereinafter "Agreement") is entered into by and between Kapps Media Group LLC (hereinafter the "Company") and Tiffany Toth (hereinafter the "Influencer") (collectively referred to as the "Parties") and sets forth the terms of your sign-on as an Influencer with the Company commencing as of JULY 22 2016 (the "Effective Date").

Influencer License and Release

As an influencer with Kapps Media, you or someone acting on your behalf will create and publish images, stickers, gifs, video, audio and/or other content (collectively, "Content") for mobile keyboard applications for mobile operating systems ("Keyboard Apps") using Kapps Media's platform. You hereby grant Kapps Media a perpetual, worldwide, irrevocable, transferable, sublicensable, royalty-free license to (i) use, sell, otherwise exploit the Content in connection with the Keyboard Apps; and (ii) use your names, marks, likeness, voice, and endorsement in connection with the promotion and sale of the foregoing. You agree to execute any documents necessary for Kapps Media to enable distribution of the Keyboard Apps with Apple Store and Google Play, including the Apple Letter attached hereto as Exhibit A.

Prior to the sale of Keyboard Apps incorporating your Content, you will have the right to review and reasonably approve the Keyboard Apps.

Consideration

In consideration for the licenses above, Kapps Media will pay you a royalty of 50% of Net Revenue. "Net Revenue" means the amounts actually received and recognized as revenue by Kapps Media for Keyboard Apps incorporating Your Content sold to end-users, exclusive of any refunds, chargebacks, charges for sales, excise and similar taxes and fees paid to app stores, resellers, distributors, or other sales agents. Kapps Media will pay all amounts payable to you, less applicable withholdings, (hereinafter referred to as "Creator's Revenue") within thirty (30) days following the end of each calendar quarter in which Kapps Media receives and recognizes such Net Revenue.

Pursuant to your instructions, the Company shall pay your Creator's Revenue directly to NTA Model Management, from which NTA Model Management shall be entitled to retain a commission of ten percent (10%) of the Creator's Revenue before remitting the balance to you. Company shall continue to pay your Creator's revenue to NTA Model Management as long as that revenue is payable under this agreement regardless of your representation status with NTA Model Management. You and the Company agree that this paragraph is intended for the benefit of NTA Model Management.

Term and Termination

This Agreement will commence upon the Effective Date and will remain in effect for a period of one year thereafter and will automatically renew for additional one-year periods (the "Term") unless either party provides written notice of its intent to terminate the Agreement no less than ninety (90) days before the end of the then current Term.

Intellectual Property

The Parties expressly recognize that Company shall be deemed the sole author and owner of all source code, designs, graphics, names, icons, written content and data, and their attendant intellectual property rights that are created or acquired by Company and incorporated into the Keyboard App, or incorporated into any work embodying or derived from any portion of the Keyboard App. The Influencer hereby retains its entire right, title and interest, including all intellectual property, privacy and publicity rights, in and to all of the Content submitted to the Company and incorporated into the Keyboard App and nothing herein shall be construed as an assignment or other transfer of any of the Influencer's rights in the submitted Content to any other party.

Representations

Influencer represents and warrants to the best of its knowledge that: (i) Influencer has all rights needed to grant the licenses herein; (ii) Influencer's service as an influencer to Company does not and will not breach any agreement Influencer has with any person or entity; and (iii) Influencer will not disclose to Company or induce Company to use any confidential or proprietary information or material belonging to any third party without such third party's prior written consent.

Miscellaneous

Company and Influencer and NTA shall hold all information received pursuant to this Agreement, including the terms and conditions of this Agreement, confidential. The Parties are independent contractors, and nothing in this Agreement shall be deemed to create an agency, employment, partnership or joint venture relationship between Influencer on the one hand, and Company on the other hand. This Agreement is governed by California state law, constitutes the entire agreement between the Parties and is freely assignable by Company. Any disputes of any nature between the Parties arising at any time shall be settled by confidential, closed to the public, binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the AAA before a single neutral arbitrator in Los Angeles, CA with fees and expenses to be advanced equally by the Parties. Each Party shall defend, indemnify and hold harmless the other Party from and against all liabilities of whatever kind in connection with any third party claim resulting from a breach of any representation or obligation in this Agreement. This Agreement may not be modified or amended except by a writing signed by all Parties.

If these terms are acceptable, please sign where indicated below. We look forward to your participation as an Influencer with the Company!

Very truly yours,

Kapps Media LLC

By: _____
Name: Mr. Rick Sorkin
Title: CEO

Acknowledged and Accepted:

Authorized Representative

By: _____

Name: _____

Title: _____

Exhibit "A"

July 12, 2016

RE: Tiffany Toth – Kapps Media LLC App

To Whom It May Concern:

Please accept this letter as confirmation that I authorize Kapps Media LLC permission to create and distribute Tiffany Toth- branded mobile applications.

I have granted Kapps Media LLC rights to use all materials (including without limitation, digital media materials, my names, likeness, logos and other creative attributes) necessary to develop, distribute and sell the applications.

Sincerely,



Name: Tiffany Toth

Title: Model/influencer

Date: 07/21/16

TIFFANY TOTH GRAY

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		1 Rents		OMB No. 1545-0115		Miscellaneous Income
DEXIMEDIA LLC 200 BROADHOLLOW RD SUITE 207 MELVILLE, NY 11747 516 671 3300		\$		2016		
PAYER'S federal identification number 46-4700870		2 Royalties \$		Form 1099-MISC		
RECIPIENT'S identification number [REDACTED]		3 Other income \$		4 Federal income tax withheld \$		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
RECIPIENT'S name, street address (including apt. no.) city or town, state or province, country, ZIP or foreign postal code, and telephone no. Tiffany Toth 2127 E Brentford Ave Orange CA 92867		5 Fishing boat proceeds \$		6 Medical and health care payments \$		
Account number (see instructions)		7 Nonemployee compensation \$ 31545.63		8 Substitute payments in lieu of dividends or interest \$		
FATCA filing requirement <input type="checkbox"/>		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>		10 Crop insurance proceeds \$		
15a Section 409A deferrals \$		11		12		
15b Section 409A income \$		13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$		18 State income \$
		16 State tax withheld \$		17 State/Payer's state no. \$		

Form 1099-MISC (keep for your records) www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

1 Wages, tips, other comp. 23825.00		2 Federal income tax withheld 2333.71	
3 Social security wages 23825.00		4 Social security tax withheld 1000.65	
5 Medicare wages and tips 23825.00		6 Medicare tax withheld 345.46	
d Control number 302622 LOS2/PEI	Dept. 006000	Corp. A	Employer use only 660
c Employer's name, address, and ZIP code PLAYBOY ENTERPRISES INC & CONSOLIDATED SUBSID 9346 CIVIC CENTER DR BEVERLY HILLS CA 90210			
b Employer's FED ID number 36-2258830		a Employee's SSA number [REDACTED]	
7 Social security tips		8 Allocated tips	
9		10 Dependent care benefits	
11 Nonqualified plans		12a	
14 Other 238.25 CA SDI		12b	
		12c	
		12d	
		13 Stat emp.	Ret. plan 3rd party sick pay
e/f Employee's name, address and ZIP code TIFFANY TOTH-GRAY 2127 E. BRENTFORD AVENUE ORANGE CA 92867			
15 State CA	Employer's state ID no. 148-6985 3	16 State wages, tips, etc. 23825.00	
17 State income tax 650.94		18 Local wages, tips, etc.	
19 Local income tax		20 Locality name	
CA State Filing Copy W-2 Wage and Tax 2012 Statement Copy 2 to be filed with employee's State Income Tax Return. OMB No. 1545-0008			

Safe, accurate, IRS e-file FAST! Use		Visit the IRS Web Site at www.irs.gov/efile	
Employee Reference Copy W-2 Wage and Tax 2011 Statement Copy C for employee's records. OMB No. 1545-0008			
d Control number 302622 CHIC/PEI	Dept. 006000	Corp. A	Employer use only 820
c Employer's name, address, and ZIP code PLAYBOY ENTERPRISES INC & CONSOLIDATED SUBSID 680 N LAKESHORE DR #1500 CHICAGO IL 60611 Batch #03511			
e/f Employee's name, address, and ZIP code TIFFANY TOTH-GRAY 2127 E. BRENTFORD AVENUE ORANGE CA 92867			
b Employer's FED ID number 36-2258830		a Employee's SSA number [REDACTED]	
1 Wages, tips, other comp. 27400.00		2 Federal income tax withheld 5019.19	
3 Social security wages 27400.00		4 Social security tax withheld 1150.80	
5 Medicare wages and tips 27400.00		6 Medicare tax withheld 397.30	
7 Social security tips		8 Allocated tips	
9		10 Dependent care benefits	
11 Nonqualified plans		12a See instructions for box 12	
14 Other 328.80 SDI		12b	
		12c	
		12d	
		13 Stat emp.	Ret. plan 3rd party sick pay
15 State CA	Employer's state ID no. 148-6985 3	16 State wages, tips, etc. 27400.00	
17 State income tax 1743.79		18 Local wages, tips, etc.	
19 Local income tax		20 Locality name	

<https://mail.google.com/mail-static/?ik=mail.main.en.n1WzaaOs8ws.O/m=mti>

Use by Defendants



Use by Defendants

ADVERTISING

"Blush Gentlemen's Club"
attached to Ms. Gray's image

TIFFANY TOTH GRAY

SOCIAL MEDIA USE



TIFFANY TOTH GRAY

ORIGINAL IMAGE OF TIFFANY TOTH GRAY FOR A COSTUME CATALOGUE COMPANY

Search Lingerie...

BLISS LINGERIE

760.542.8245

Sexy Clothes

Lingerie

Sexy Lingerie

Swimwear

Plus Size


Accessories




Halloween Costumes

On Sale

New Arrivals

Ur





Blow My Whistle Costume

by Seven Til Midnight

\$27.95

COLOR: BLACK/WHITE

Black/White

SIZE:

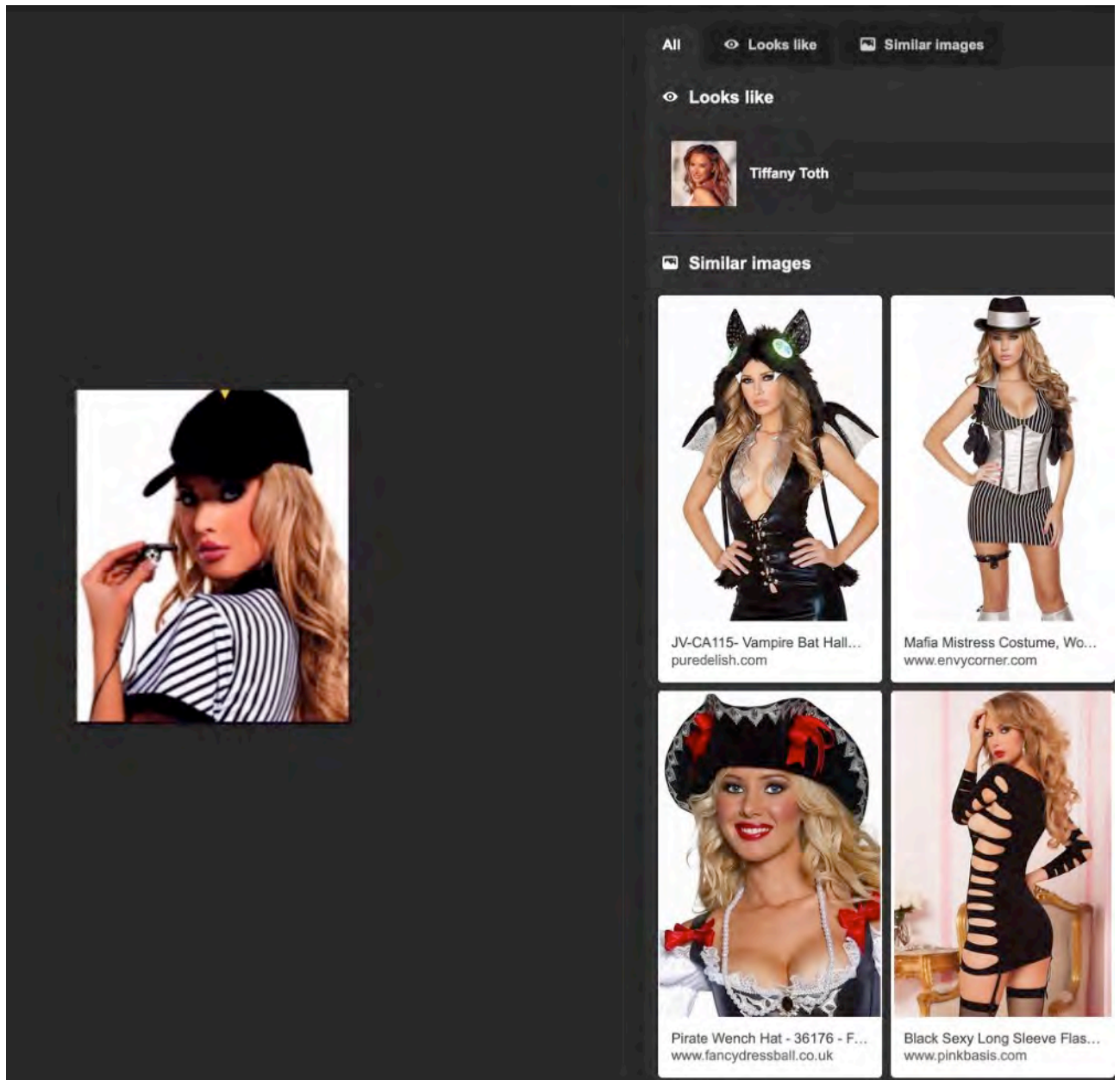
S M

QUANTITY

1

ADD TO CART

*A [bing.com](https://www.bing.com) image search clearly identifies the Model by name



CALCULATION OF FAIR MARKET VALUE FOR IMAGE USED

Ms. Gray has worked as a model full time for over 13 years. Ms. Gray has worked many assignments for rates ranging from \$500 for editorials to multiple days at \$5,000 to \$7,000 per day. Ms. Gray was paid [REDACTED] for a one day shoot as Playboy's Playmate of the month. This contract included up to 20 promotional day at no additional fee but Playboy did not utilize any of those days. Ms. Gray did earn an additional [REDACTED] from Playboy in the next year and has continued earnings from Playboy up until 2016 as a result of her Playboy Title.

Ms. Gray had an influencer agreement to post one post per day for a year on her own social media and was paid over [REDACTED]. Ms. Gray has licensing deals and revenue share contracts for the commercialization of her image.

Defendants used Ms. Gray's images to promote their clubs and events and to promote Ms. Gray as 'the product' available at their club and imply that she would be in attendance at the club or endorsed the event or worked at the club.

Defendants used Ms. Gray's images to promote discounted name brand alcohol.

All rates have been considered in my calculations but no 'straight line comparable is available in regards to a similar product. Defendants featured Ms. Gray as "the product" in their advertising and Ms. Gray has never worked for a gentlemen's club. Ms. Gray's work for Playboy Magazine offers somewhat of a similar line although there is no comparison to a Brand as famous as Playboy.

Considering all of the factors listed in my report and the work history and earning documents supplied by Ms. Gray, when negotiating a rate of compensation for Tiffany Toth Gray for the identified image used by Defendant, I would quote a Day Rate of \$20,000.

Calculation of Fair Market Value for Images Used

Blush Gentlemen's Club used One image of Ms. Gray.

Images 1

Ms. Gray's image was used by **Blush Gentlemen's Club** to advertise their Club and their services. Ms. Gray's image was distributed world wide on Defendants social media accounts .

Usages:

- Advertising. "**Blush Gentlemen's Club**" attached to Ms. Gray's image. (\$20,000)
- Social Media: Ms. Gray's Image used on **Blush Gentlemen's Club's** Social Media Pages pages. (\$20,000)

Tiffany Toth Gray's actual fair market value for use of her images by Centerfolds Houston are \$40,000

REFERENCE MATERIAL

Information considered relating to the Defendants, history, profile, and focus on promoted events, including but not limited to social media promotional material is also required to gain an understanding of the specific product or consumer experience that the Defendants advertise.

Blush is a Gentlemen's Club or Strip club where dancers perform nude for the clientele while alcohol is being served. The dancers titled "strippers" are the product being advertised by Defendants and across their Social Media pages, web pages and associated articles. Often the dancers are well known XXX actors and Porn Stars. The association of the Plaintiffs and Blush Gentlemen's Club would not help a model's career, be an assignment that would produce work that would assist in further bookings nor would it be an association other products would want their model's or spokeswoman to have.

Images attached below detail the type of publicity, image, style and further advertising Defendant's have used. This information is important in the determination of Fair Market Value for the use of Plaintiff's images. The type of exposure and association would have been determined in negotiations as a job priced in the high region of a Model's past commercialization of their image and day rate.

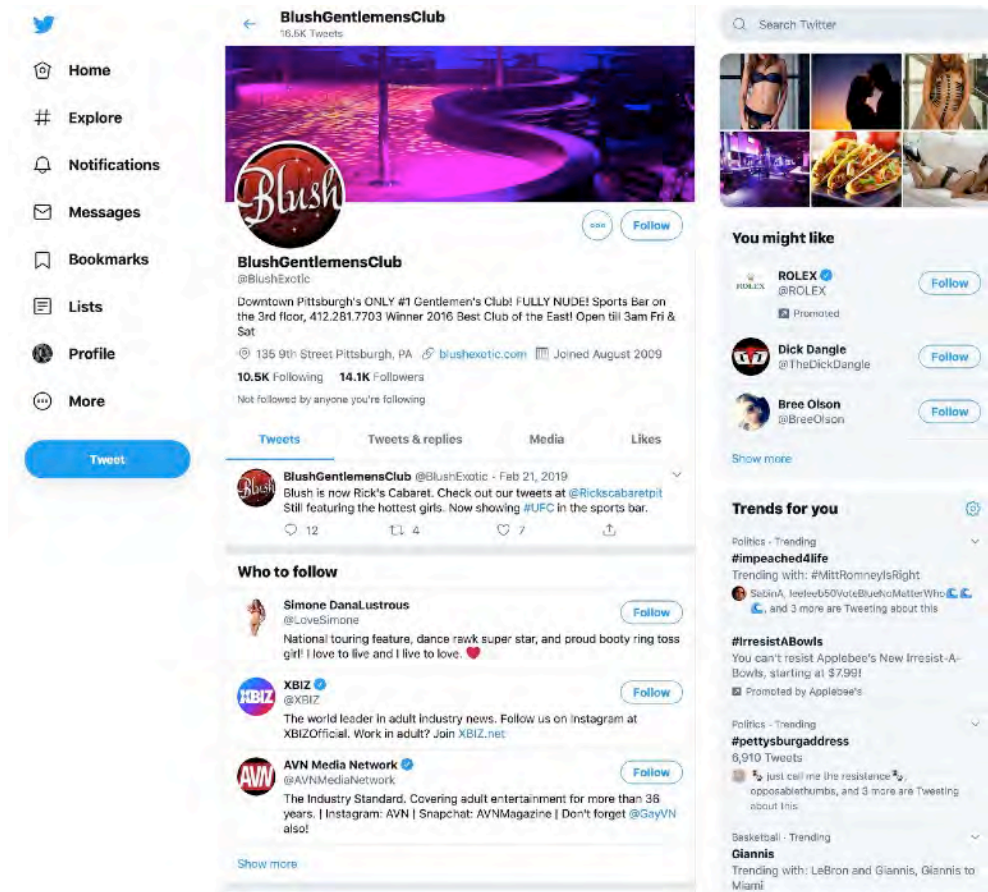
https://www.facebook.com/pg/blushgentlemensclub/about/?ref=page_internal
<https://www.yelp.com/biz/blush-pittsburgh>
<https://patch.com/pennsylvania/pittsburgh/landmark-pittsburgh-gentlemens-club-blush-sold>
<https://www.instagram.com/explore/locations/564040605/blush-gentlemens-club/?hl=en>
<https://www.pghcitypaper.com/pittsburgh/blush/Location?oid=1423878>
<https://foursquare.com/v/blush-gentlemens-club/4dffb2db61ce2a89dfc63cc>
<https://archive.triblive.com/local/pittsburgh-allegheeny/2-blush-gentlemens-club-dancers-accused-of-selling-sex-and-cocaine/>
<https://www.bizjournals.com/pittsburgh/news/2018/08/21/blush-bought-for-15.html>
<https://www.questia.com/newspaper/1P4-1922900217/strip-club-dancers-charged-with-prostitution>



*These examples of Blush Gentlemen's Club's Advertising and media coverage illustrates the association that the use of Models images have been exposed to.



Examples of Defendant's Advertising and Media coverage



Blush

135 Ninth St. Pittsburgh, PA 15222

Downtown

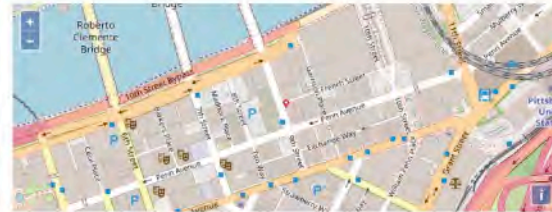
412-281-7703

The mirrored stage at Blush features nationally known dancers and amateurs shakin' what they got, as well as the diva-like staff who occasionally play gimmicky games for your dollar bills. The club opens early with lunch buffets and happy-hour specials. If you overdo it at the bar, they offer limo service.

Strip club



MAP



Reviews/comments (1)



3.2 out of 5

ADD A REVIEW

Posted by: Strip club guy on 07/07/2013 at 3:29 AM

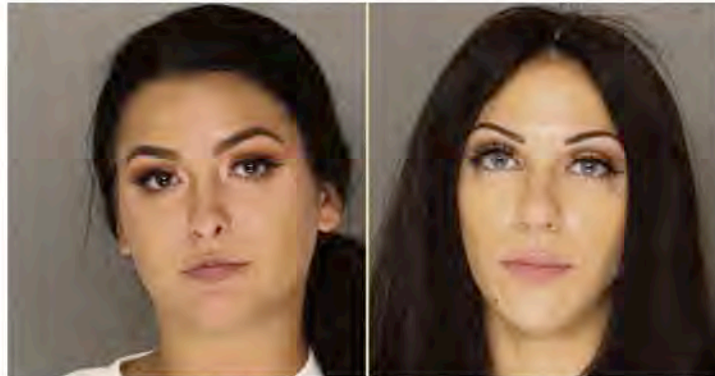


Dirty with roaches the size of mice. Owner treats girls like shit yelling at them right in front of a customer. Best place in town because of location, but charges extreme prices. Just negotiated great deal for alcohol then raises prices acting like he's being hurt to. Get drunk else where then go in and stare at the women

2 Blush Gentlemen's Club dancers accused of selling sex and cocaine



MEGAN GUZA | Friday, July 21, 2017 2:21 p.m.



Ashley Ugoletti and Austacia McConville

Undercover Pittsburgh police officers charged two former dancers who worked at Blush Gentleman's Club with prostitution and drug dealing offenses after they conducted a sting Wednesday night in response to complaints.

Austacia McConville, 27, is charged with conspiracy, prostitution, promoting prostitution and resisting arrest. Ashley Ugoletti, 27, is charged with possession with intent to deliver, prostitution and conspiracy.

RELATED CONTENT

Mt. Pleasant man fatally stabs woman before hanging himself, coroner says

Bob Petro was tending to the tomato plants in front of his Mt. Pleasant home Wednesday evening when he heard a woman in distress. He...

Prostitution charges dropped against former Blush dancer

NEWS

Former Blush dancer sues strip club over low pay

TRIB
LIVE

BRIAN BOWLING | Monday, November 11, 2013 11:51 a.m.

Dancers who wear very little at the Downtown strip club Blush also sometimes earn very little, a former dancer claims in a federal lawsuit.

"Indeed, after paying all fees, fines and tip-outs, plaintiff has on several occasions taken home compensation of \$30 or less for an eight-or-more-hour shift," the lawsuit by Katisha Correll says.

Correll, whose age and address were unavailable, claims that Blush classifies dancers as independent contractors and doesn't pay them.

Instead, they work for tips, and the club takes a share of their tips in the form of "house fees" and other payments. The dancers are also required to "tip" other employees and pay \$30 to \$40 fines for showing up late to work, according to the lawsuit filed on Friday.

Albert Bortz, owner of One Three Five Inc., which does business as Blush, couldn't be reached for comment. Staff at the club referred questions to attorney Jonathan Kamin, who couldn't be reached.

The dancers owe minimum fees regardless of how much they make, the lawsuit says.

"The thought of it sounds like it's clever, but it's not legal," said Gary Lynch, one of the attorneys representing Correll.

EMAIL NEWSLETTERS

TribLIVE's Daily and Weekly email newsletters deliver the news you want and information you need, right to your inbox.

Daily Buzz

2 dancers at Pa. strip club accused of selling sex, drugs to undercover cop

Updated Jan 05, 2019; Posted Jul 24, 2017



0
shares

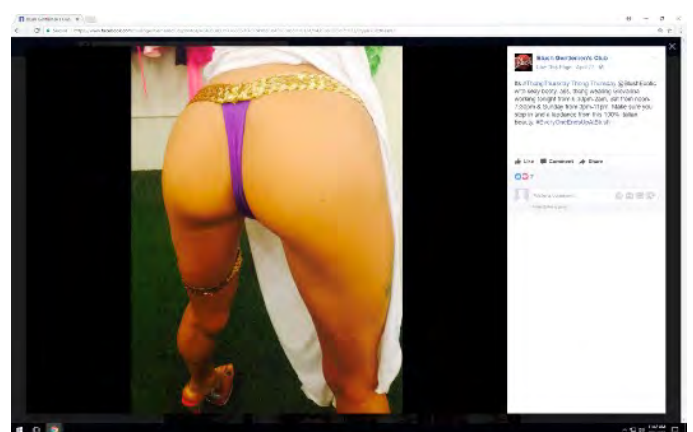
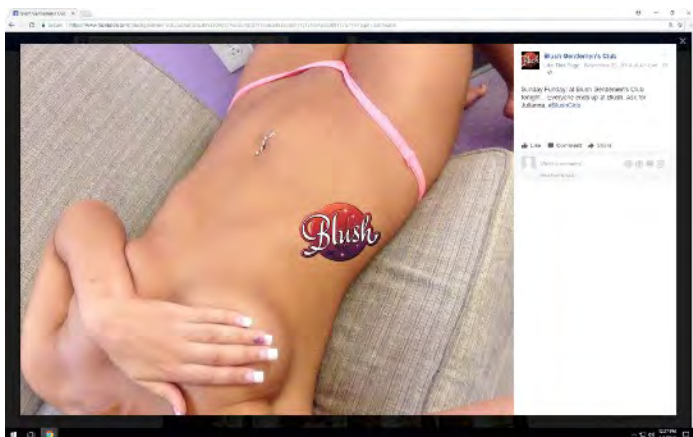
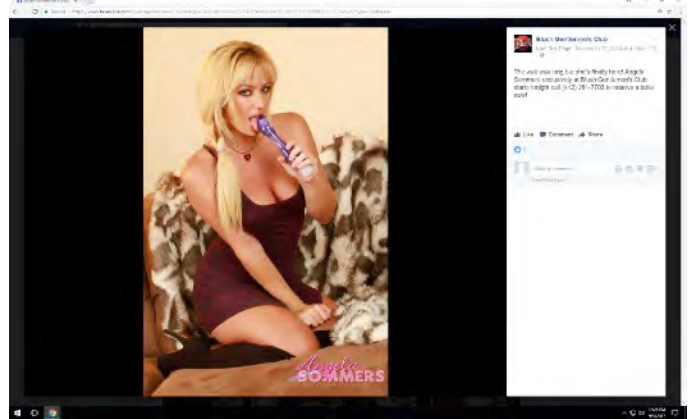
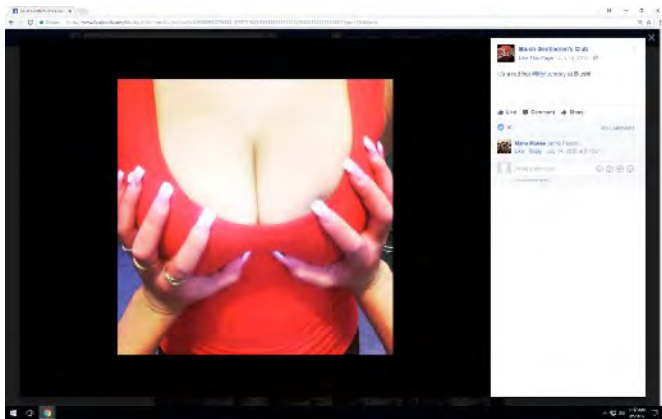
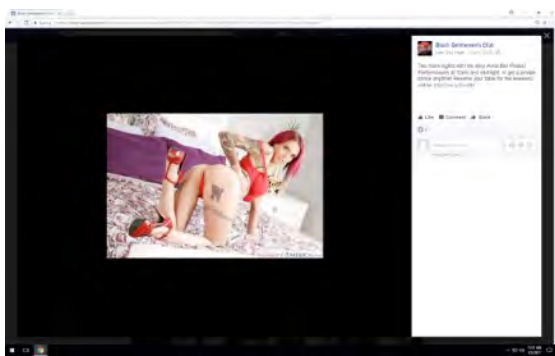
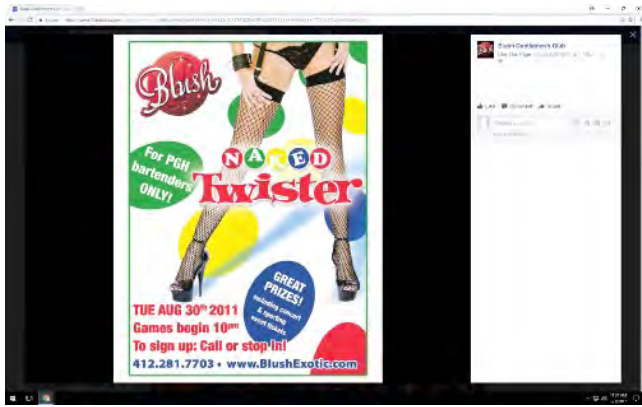
Advertisement

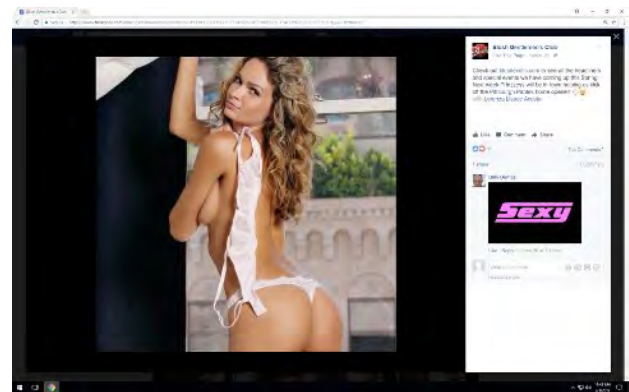
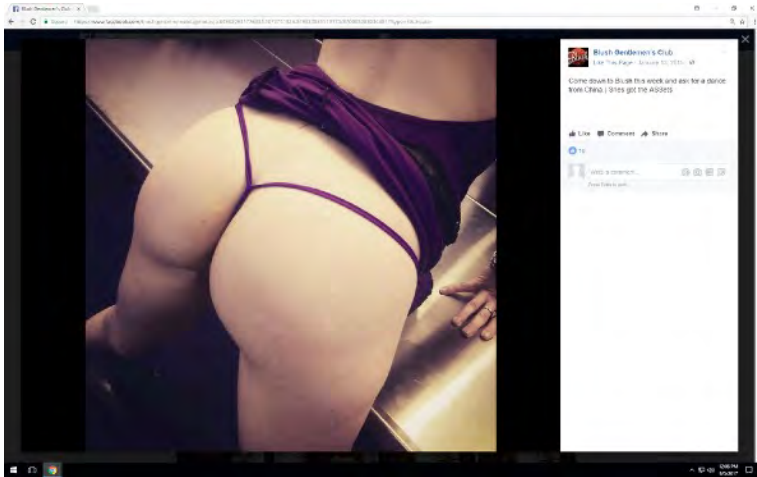
By John Luciew | jluciew@pennlive.com

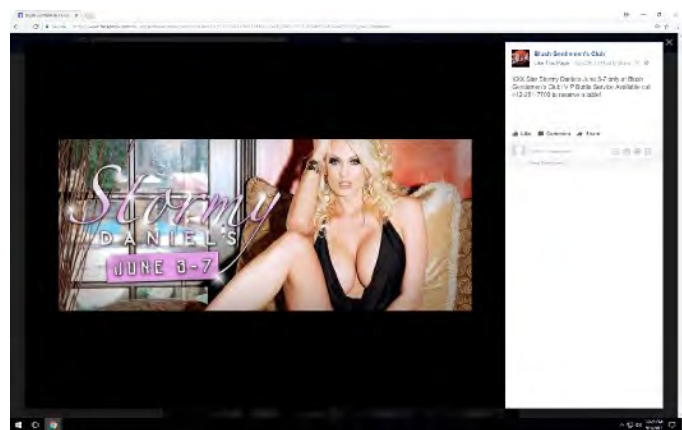
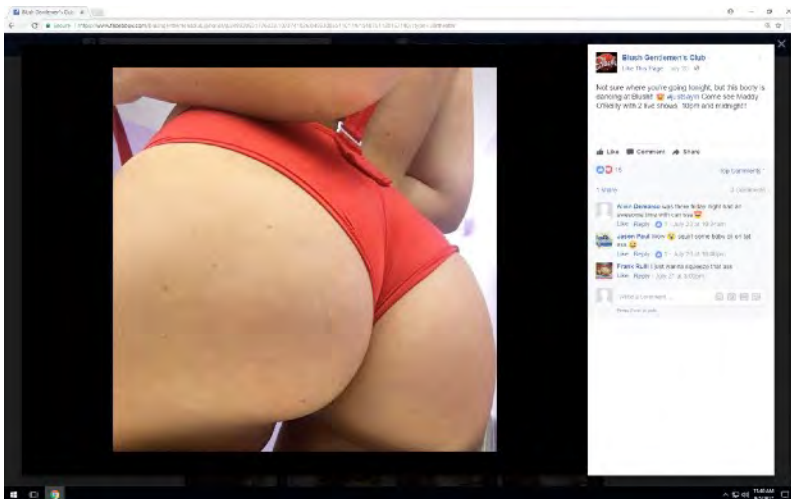
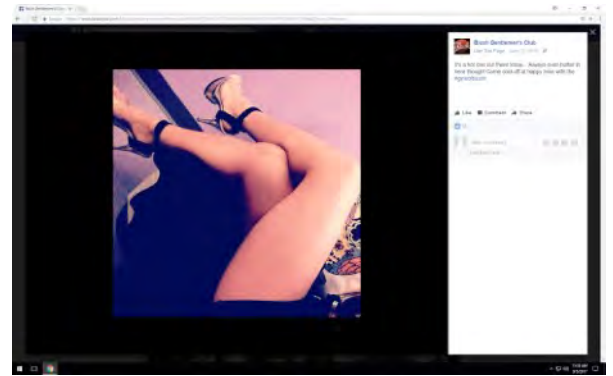
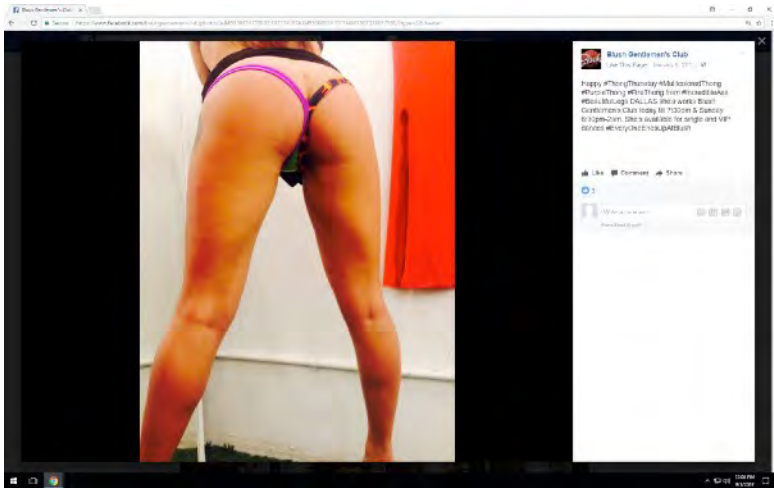
A pair of dancers at the "Blush" strip club in western Pennsylvania are red-faced for another reason, entirely.

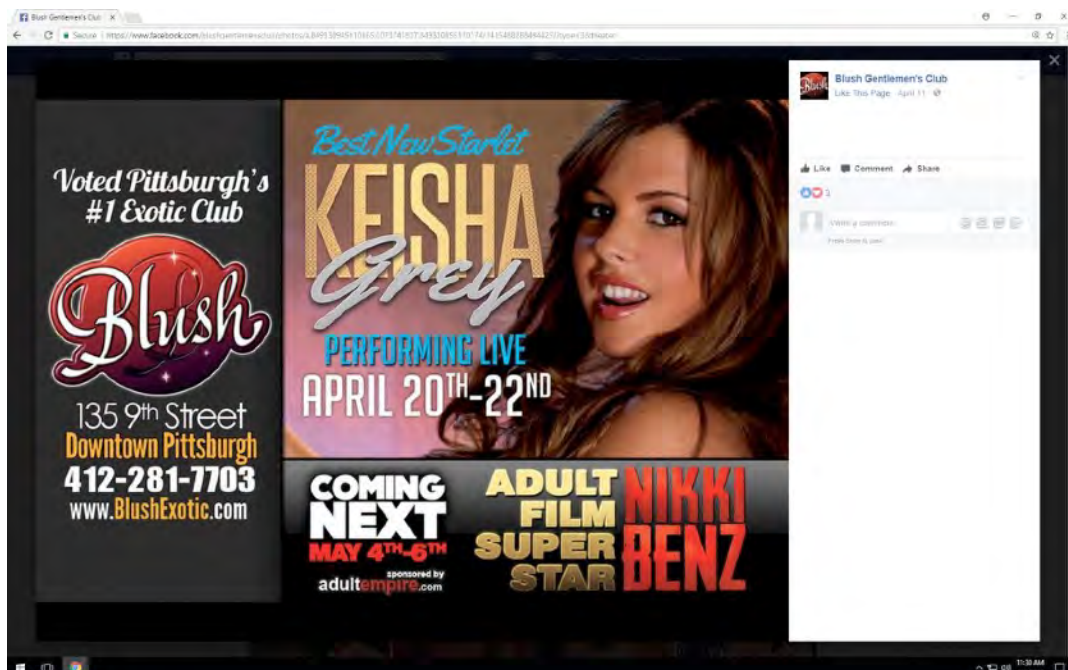
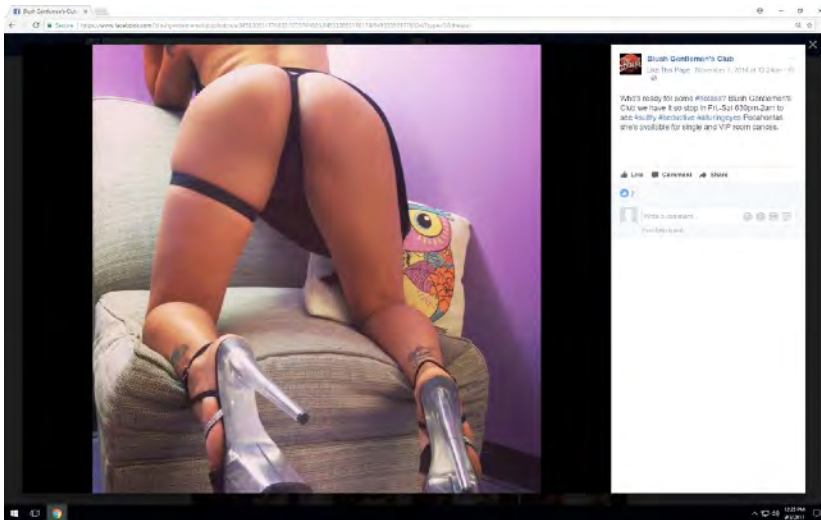
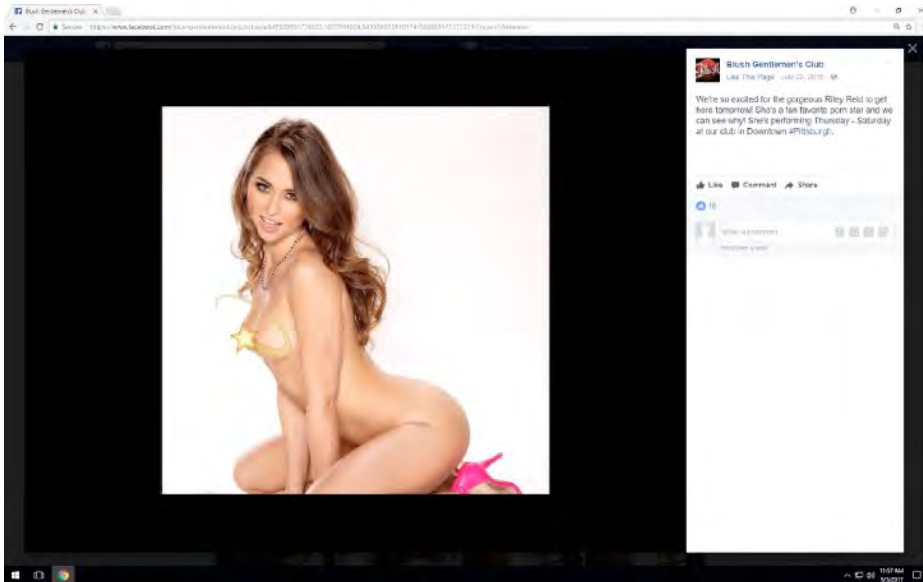
As TribLive.com and [KDKA-TV](#) report, two dancers at the strip club stand accused of attempting to sell sex and cocaine to undercover police at the club.


The accused dancers, identified as 27-year-old Austacia McConville and 27-year-old Ashley Ugoletti, allegedly offered sex to an undercover cop who said it was his birthday.












Blush Gentlemen's Club
@blushgentlemensclub

- Home
- Events
- Reviews
- About**
- Videos
- Photos
- Posts
- Community

Create a Page



Like Follow Share

About

BUSINESS INFO

Business details

Parking	Parking: Street, car park and valet
Price range	£££
Specialties	Serves breakfast, lunch and dinner
Services	Good for groups or parties

CASH VISA MasterCard DISCOVER

CONTACT DETAILS

Call (412) 281-7703

m.me/blushgentlemensclub

info@ricks.com

http://www.blushexotic.com

MORE INFO

About
Pittsburgh's most exclusive Gentlemen's Club with a full service bar. Nationally known feature acts and the areas' most beautiful dancers

Pittsburgh's most exclusive Gentlemen's Club, an easy walk from the Convention Center, all sports stadiums, and all major restaurants and hotels. Spend an evening at Pittsburgh's most upscale gentlemen's club. Pittsburgh's only nationally acclaimed Gentlemen's Club. Top 100 Exotic Dancer's Gentlemen's Club

Public Transit
Located in the Cultural District of Downtown Pittsburgh at the corner of Penn Ave & 9th street

Attire
Casual

Sports bar · Dance club & nightclub · Adult entertainment service

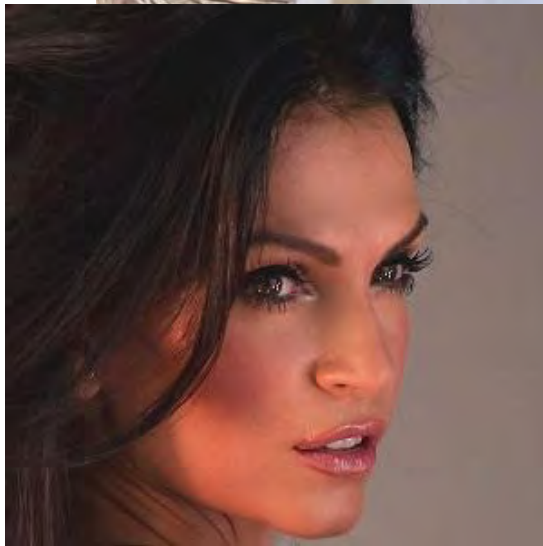
Examples of Model's Work Product and Images.

Cora Skinner



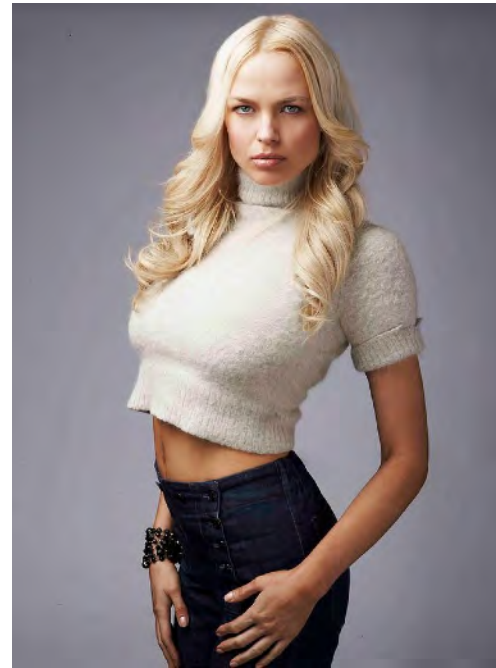
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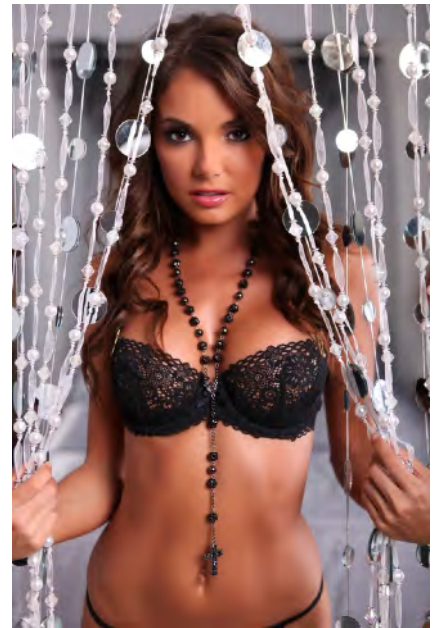




Together, we can make a difference.
<http://www.wear4change.org/user/?ref=DeniseMilani>



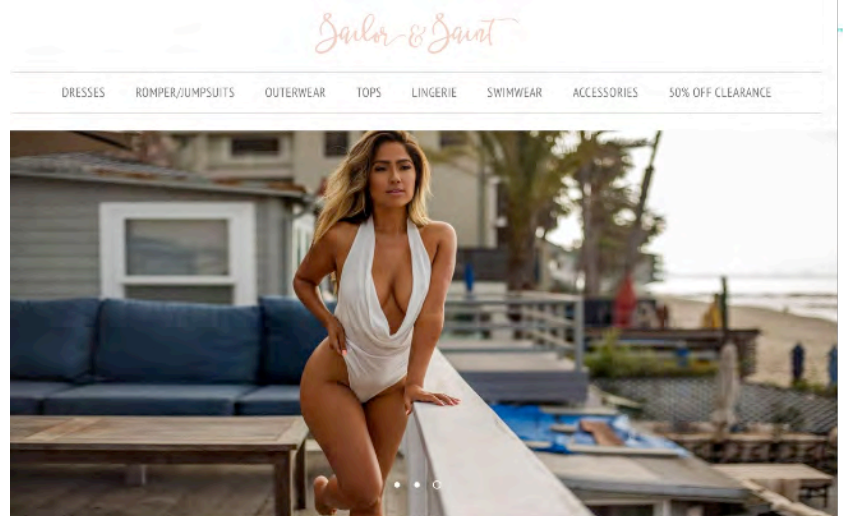
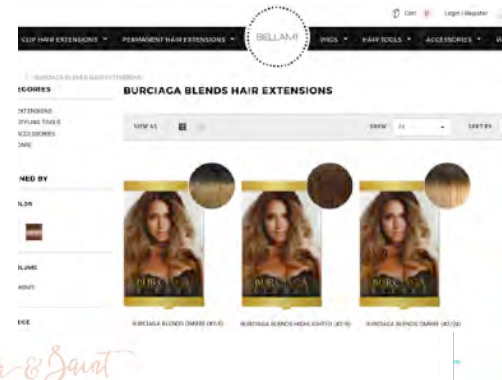
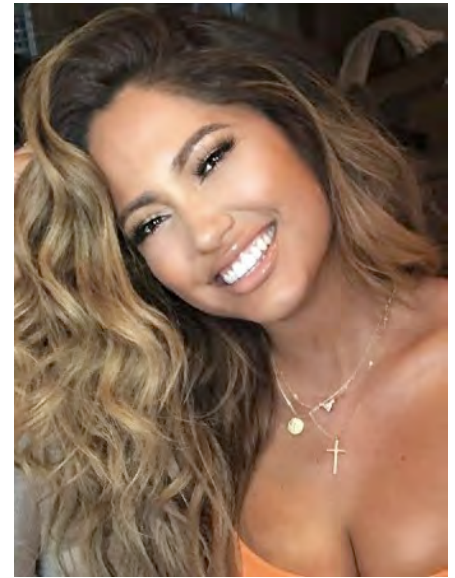




Jaime Longoria



Jessica Burciaga



Babes, Bikinis and Bubbles!

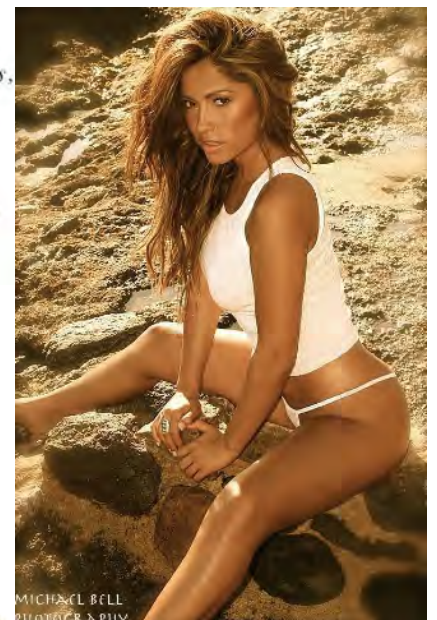
*You're Invited!
Come celebrate summer with us,
get 20% off storewide
and meet bikini babe...*

Jessica Burciaga



AUGUST 25 | 2PM - 4PM
CHYNNA DOLLS
18502 BEACH BLVD.
HUNTINGTON BEACH

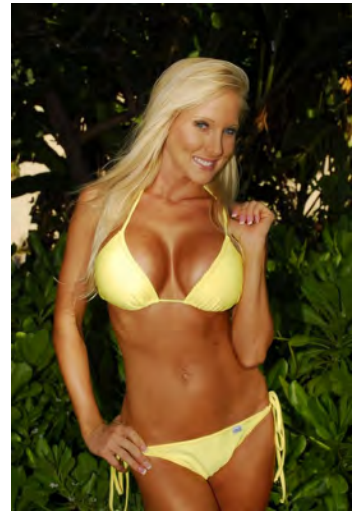
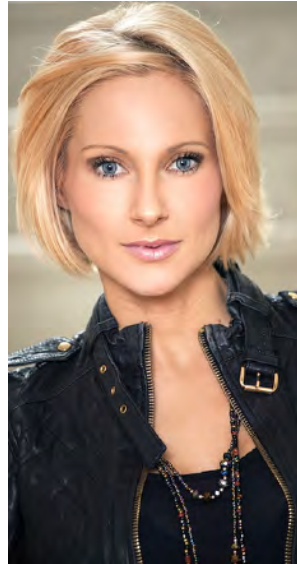
RSVP TO SUPPORT@CHYNNADOLLS.COM

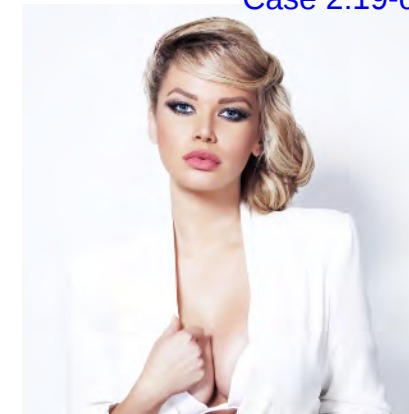


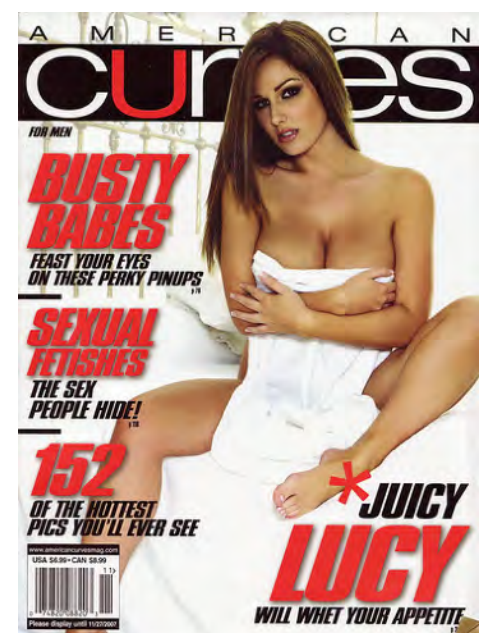
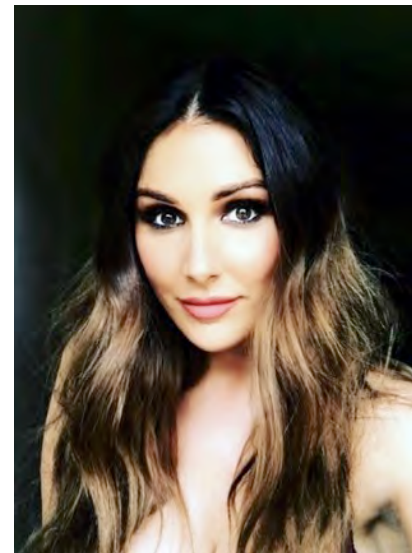
MICHAEL BELL
PHOTOGRAPHY

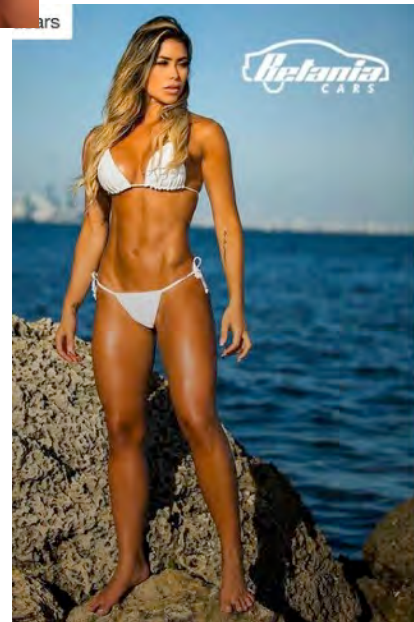


Jessica Rockwell



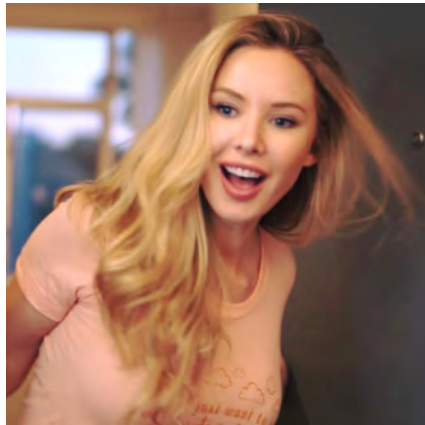






Sara Underwood





Annexes

Annex 1

Association of Model Agents – The White Book, p. 62



Internet and e-commerce rates

Client websites			
Home page	No click through		Advertising day rate +
Home page	With click through	To e-commerce	Advertising day rate X 150%
Section page	No click through		Advertising day rate
Section page	With click through	To e-commerce	Advertising day rate X 100%
Thumb nails	With click through	To e-commerce	Catalogue day rate
3 rd party usage	ie on another client website	To e-commerce	Advertising day rate X 100%
Pop-up ad	Establish if it is a national or international brand	Establish if e-commerce link	Advertising day rate as above, dependent on e-commerce

Note: A home page or a section page is also called a 'landing page'

Extra internet usage			Advertorial websites
Web channels Treat as 'extra usage'	Channel	% of 'day rate'	
	Face Book	100%	Establish the nature of the website - e.g. media, advertorial, editorial and, above all, is it linked directly or indirectly to e-commerce
	All other social networks	50%	
	Twitter	50%	
	4 square	50%	
	Apps	50%	
	Blogs	50%	
	e-mail	50%	Look for an advertorial day rate, at least

Association of Model Agents – The White Book, p. 62



Internet and e-commerce rates

Introduction

A lot of debate surrounds New Media and, at the present time, there are no clear guidelines – neither for clients nor bookers. The AMA cannot set rates but, below are some principle which bookers can consider in rate negotiations. For the most part everything is linked to the day rate or the advertorial rate that a particular model can command. Thereafter, rates are based on multiples of that rate.

Client will often plead ignorance as to the real usage of a model's 'internet' presence. Bookers should not accept this. Consider that Facebook and Twitter are now part of 65% of companies marketing strategies. Clients do take it seriously and must be prepared to pay for the media.

Annex 1 cont.

Association of Model Agents – The White Book, p. 2



The standard rates listed in the AMA editorial rate chart cover the right to publish once in a specified title. Any of the following would incur additional fees: -

- Use in other titles published by the same house
- Syndication to foreign editions
- Point of sale usage (see also Additional Usages)
- TV spots to advertise the issue
- Poster ads
- Press ads
- Internet usage









For bookings featuring special/international models bear in mind the following possibilities:-

- Confirmation form could specify layout (re what has been agreed to be published along with a guarantee of publication)
- A release form in which the photographer has to sign over copyright to the model
- Copy/picture/layout approval
- No unauthorised usage of text/pictures (ie syndication, advertising or PR)
- Interview subject matter in writing prior to the event
- Crew approval

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Annex 2.

Proper Engagement of Modeling Talent – Negotiation

 <p>Models do not sell their image rights for advertising.</p>	 <p>The basis of all negotiations is a day rate compensation for work by the model.</p>	 <p>All usages are negotiated prior to the shoot taking place.</p>	 <p>Once an image is on the Internet and associated with an advertiser, the number of views, "shares," downloads, and copies made is unknowable.</p>
 <p>The proper way to obtain images for advertising is to negotiate a contract first between the model or agent and arrange a photo shoot.</p>	 <p>The day rate is based on the model's desirability and numerous factors such as demand for her services and relevance to product.</p>	 <p>Additional usages or extension of time periods of use are negotiated before coming in to effect.</p>	

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THE WHITE BOOK

A GUIDE TO MODEL FEES

Sub

AMA

Published by the Association of Model Agents for the use of Members only

EDITORIAL

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- * Crew approval

PRESS ADVERTISING

The *minimum* rate for advertising in magazines and newspapers is £2,000 per day for one year in the UK.

ADDITIONAL TERRITORIES

The fee for additional territories is a percentage of the day rate per territory based on the economic strength of the country concerned.

BUYOUT PERCENTAGES

W Europe: 700% * E Europe: 400% * Pan European: 1,000%
 USA: 600% * Americas: 1,000% * Asia: 600%
 Rest of the World: 1,000% * Worldwide: 3,000%

PR/ADVERTORIAL

PR refers to pictures which will be submitted by a client (often in the form of a press kit) for *free* insertion in, for example, magazines or newspapers.

2

Usage can be restricted: eg pictures to be used only in relation to the specified product, no cover use, no syndication etc.

The *minimum* PR rate for one use in the UK is £1,200-£1,500 per day.

NB: The client's definition of PR may differ from that given above. The PR rate is not intended to cover advertising or editorial use. Neither should PR be confused with 'advertorial' for which the client buys advertising space and which is an editorial/advertising collaboration. Fees for advertorial should be negotiated accordingly.

ADDITIONAL USAGES

Other than packaging and posters (see below) additional usage may take the form of any of the following:-

- * Point of sale
- * Showcards
- * Leaflets
- * Brochures/catalogues/look books
- * Posters (in-store, not shop windows - see under 'POSTERS' below)
- * Swing tickets
- * Videos
- * Window display material
- * Life-sized cut-outs

The fee for the above is an additional day rate per use.

Please note that the client's definition of 'point of sale' may vary from the original AMA definition, ie material used quite literally at the point of sale - the cash register. When your client uses the term he may be referring to all or any of the above uses. The extra day fee is charged for **each and every** additional usage.

PACKAGING

The rate for packaging is an additional fee of up to twice the day rate depending on the length of usage required.

When negotiating consider whether or not the model is recognisable, and also the time limit, quantity and territory. Carrier bags, gift boxes, video boxes and CD covers may also be considered as packaging.

3

POSTERS

There are several types of posters: always find out which is required and negotiate accordingly:-

- 48 sheet: an additional fee of up to twice the day rate. Ask about the number of sites required - a large number may suggest a higher fee.
- Ad-shell, underground, public display posters (ie bus sides, airports, train stations etc): an additional fee of 1.5 times the day rate.
- Posters in shop windows: additional day rate.

BOOK COVERS

The *minimum* rate is £500 per day. This should be restricted to one print run of the book. Any reprints or additional territories will incur an additional fee. When negotiating a book cover fee, ask if the model will feature in any additional or promotional material and if so negotiate an appropriate fee.

INTERNET

- Selling off the page
 - Catalogue: plus one day rate
 - Advertising: plus 50% of day rate per targeted country
 - Featured artists (not selling, but model featured significantly)
 - Plus 50% of day rate (all uses)
 - Incidental usage (including corporate/reference use)
 - Plus 25% of day rate (all uses)
 - Internet usage only
 - One day rate
 - TV commercials on internet
 - UK: 400% of BSF for one year (Equity guidelines)
 - Part-Europe buyout for one year: Big country 200% BSF, small 100%BSF
 - All TV rights can be offered for a small discount
- NB: Check duration - images get left; keep internet fee separate where possible
 BEWARE: Other digital users (eg mobiles); Internet channels (eg Vogue.com/ Fashion TV); Multi-national usage (eg Gap).

CATALOGUES

Catalogue fees vary a great deal and it is not possible to cite an 'appropriate' fee. £800 per day is suggested as an absolute minimum.

Off-page selling: where catalogue pictures are used for off-page selling, ie advertising the catalogue in magazines and newspapers, the suggested additional fee, per image, is from £500 up to the day rate.

Following discussion with senior bookers The AMA has prepared a schedule of the model and usage fees which are currently deemed appropriate.

Please remember, this is not a price list: fees available will depend on current market conditions and the client's requirements. For example additional uses attract an additional fee for each use but if several uses are required you may want to negotiate a 'deal'.

When negotiating bear in mind how the model's association with the product and the exposure of the campaign will affect her career both present and future; make sure the final fee reflects this. If the job is likely to lessen her chances (however slightly) of being associated with prestigious clients or of obtaining more lucrative deals, this may imply a higher fee. However if it will have a more positive affect you can afford to be more flexible.

If your model is a high flyer and likely to be considered for contracts, bear in mind that luxury brands tend to favour models who have not been associated with food or more 'ordinary' products eg cars, household goods, middle market fashion and cosmetics.

We refer below to the model's 'day rate'. A 'day' in this case refers to an 8-hour period between 9am and 6pm (usually 9am-5pm or 10am-6pm). An extra hour between 9am and 6pm is charged at the normal rate - the appropriate overtime rate is charged only before 9am and after 6pm.

A client booking by the day gets 8 hours including an hour for lunch; the hourly rate may be calculated by dividing the daily rate by 7.

Fees quoted do not include any agency supplement.

All bookings are subject to AMA Terms and Conditions.

Internet and e-commerce rates

Introduction

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3 rd party usage	ie on another client website	To e-commerce	Advertising day rate X 100%
Pop-up ad	Establish if it is a national or	Establish if	Advertising day rate as above,
Banner ad	international brand	e-commerce link	dependent on e-commerce

Note: A home page or a section page is also called a 'landing page'

Extra internet usage			
Web channels Treat as 'extra usage'	Channel	% of 'day rate'	Advertorial websites
	Face Book	100%	<i>Establish the nature of the website – e.g. media, advertorial, editorial and, above all, is it linked directly or indirectly to e-commerce</i>
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	Twitter	50%	
	4 square	50%	
	Apps	50%	
	Blogs	50%	<i>Look for an advertorial day rate, at least</i>
	e-mail	50%	

Shows	
Usage	Rate
On designer website and NO e-commerce	Show rate
Broadcast	Show rate + 50%
Direct to e-commerce	Catalogue rate
Indirect to e-commerce	100% of show rate

Virals	
<i>Look for minimum advertising day rate. Use TV usage as a guide</i>	
Usage	Rate
National brand	Advertising day rate
International brand	Advertising day rate X 2 +
<i>Check the client's strategy</i>	
TV commercial as viral – national brand	Day rate + 50%
TV commercial as viral – international brand	Day rate X 2 or more

Reference Material

- Celebrities' endorsement earnings on social media - Daily chart
- Intangible Asset & Intellectual Property Valuation/ A Multidisciplinary Perspective
- One Page Case Studies from Relatable - Global.pdf
- Right of Publicity — The Fashion Law
- The White Book Guide to Model Fees.

Earning Documents (Complete Files)